

**APPLICATION BY NATIONAL GRID ELECTRICITY TRANSMISSION PLC
FOR A DEVELOPMENT CONSENT ORDER
PURSUANT TO SECTION 37 PLANNING ACT 2008
FOR THE NORWICH TO TILBURY ELECTRIC LINE ABOVE GROUND**

PLANNING INSPECTORATE REFERENCE: EN020027

WITNESS STATEMENT

OLIVER NORTH MRICS FAAV

On behalf of:

Interested Party Reference Number:
Interested Party Reference Number:
Interested Party Reference Number:
Interested Party Reference Number:
Interested Party Reference Number:




1. BACKGROUND AND QUALIFICATION

1.1 My name is Oliver Peter North. I am a Land Agent at Landbridge Property LLP ("Landbridge"). I have 5 years of property experience. I studied at The Royal Agricultural University to become a Chartered Surveyor. I am a Fellow of the Association of Agricultural Valuers and a Member of the Royal Institute of Chartered Surveyors.

1.2 I started my surveying career at Landbridge in August 2020.

1.3 I undertake a wide range of agricultural and rural matters, including valuations, landlord and tenant issues, compulsory purchase, and planning and development work.

1.4 I act for five clients affected by the proposed nationally significant infrastructure project of National Grid Electricity Transmission plc ("NGET") under section 14(1)(b) of that act for the "installation of an electric line above ground" between Norwich and Tilbury Project (Planning Inspectorate reference EN020027) (the "Project"). These are:

1.4.1 Interested Party Reference Number:  (Olive Godbold, Stephen Andrew Baker, Diana Joy Johnson);

- 1.4.2 Interested Party Reference Number: [REDACTED] (Thornbush Energy Limited);
- 1.4.3 Interested Party Reference Number: [REDACTED] (Trustees of the Godbold Discretionary Settlement Trust);
- 1.4.4 Interested Party Reference Number: [REDACTED] (The Executors of the Estate of Herbert Earthy Godbold); and
- 1.4.5 Interested Party Reference Number: [REDACTED] (H&O Godbold Partnership)

(together, my "Clients").

- 1.5 The facts and matters set out in this statement are within my own knowledge unless otherwise stated, and I believe them to be true. Where I refer to information supplied by others, the source of the information is identified; facts and matters derived from other sources are true to the best of my knowledge and belief.
- 1.6 There is now produced and shown to me a bundle of true copy documents marked "Exhibit ON1". All references to documents in this statement are to Exhibit ON1 unless otherwise stated. References to tab numbers in this statement are to the respective tabs in Exhibit ON1 in the format ON1/[x].

2. INTRODUCTION

- 2.1 I have been involved with the Project acting for my Clients from the first formal, that is, written, approach made by NGET in a letter from their agents, Fisher German LLP ("Fisher German") dated 3 August 2022. [ON1/1]. I have worked on the Project for my Clients alongside the client partner at Landbridge, William Barton.
- 2.2 The letter dated 3 August 2022 from Fisher German included a proposed licence agreement for access to undertake non-intrusive surveys on my Clients' land. William Barton advised the Clients not to enter into this licence immediately given that the National Farmers Union ("NFU") were refining the terms of the licence at a higher level. Once the NFU were happy with it, my Clients signed the licence on 17 August 2022. Since then, I have worked closely with my Clients throughout in relation to the Project. In particular, I have helped facilitate a number of voluntary licence agreements to allow for access for surveys at NGET's request. In that time since the first communication on 3 August 2022, my Clients and I have

had a number of meetings with Fisher German to discuss access for surveys and respond to consultation events.

- 2.3 My overall involvement in the Project has mostly been to facilitate access for surveys of my Clients' land and attending meetings in advance of consultation deadlines. As such, I have not been involved with any negotiations with NGET (or their agents), UKPN, BT or any other utilities provider in respect of the Project.

3. **EVENTS LEADING TO THE MEETING WITH NGET ON 15 JULY 2025**

- 3.1 On 18 June 2025, Fisher German wrote further to my Clients (the "**First 18 June 2025 Letter**") [ON1/2] stating (not that our Clients did have an interest in the land but) that our Clients *may* have an interest in land and/or property within the Project's order limits and that such land may be temporarily or permanently required for the construction and/or operation of the Project. Accordingly, Fisher German stated that NGET were seeking to enter into negotiations to acquire voluntarily part of our Clients' land or rights which our Clients have over other land in each case where such land is required for the Project. However, no specific proposal were made. Further, Fisher German stated that they would like to have discussions on how NGET's proposals impacted on our Clients' use and occupation of their land.
- 3.2 On the same date, Fisher German wrote a second letter to my Clients (the "**Second 18 June 2025 Letter**") [ON1/3] which set out in brief terms the nature of the Project and the basic details of the consultation for that Project including its end date of 11:59pm on 18 July 2025. The Second 18 June 2025 Letter also enclosed sketch diagrammatic plans showing what Fisher German described as the proposed changes that may impact on my Clients' land holdings (the "**Letter Plans**").
- 3.3 The 18 June 2025 Letters were provided to Landbridge by my Clients on 25 June 2025. In light of these Letters, my Clients wanted to meet with NGET to deal with a number of practical issues in advance of the consultation deadline of 18 July 2025. Accordingly, a meeting for that purpose was initially arranged with Matthew Johnson and Oscar Brown, each of Fisher German on behalf of NGET, Stephen Baker (one of my Clients), James Forster and Thomas Redman of Alcemi (an energy storage project developer which is looking to develop a battery storage site on my Clients' land). However, Oscar could not make the meeting and he was replaced by Emma Baldry of Fisher German. The meeting then took place on 15 July 2025 (the "**15 July 2025 Meeting / the 'Meeting'**").

- 3.4 I was asked to attend the 15 July 2025 Meeting on behalf of Landbridge as William Barton was unavailable and there wasn't time to delay this Meeting given the consultation deadline of 18 July 2025.
- 3.5 I agreed with William Barton that the agenda for the Meeting should include the key items listed by Fisher German in the First 18 June 2025 Letter including:
- *“Agricultural Land Drainage*
 - *Soil Handling and Management*
 - *Farming Operations and associated accommodation works including haul road considerations*
 - *Irrigation systems*
 - *Cropping and farmable areas*
 - *Any other practical considerations pertaining to the day to day use of the land you own.”*
- 3.6 This agenda was also to cover the points raised by my Clients in response to the 18 June 2025 Letters as set out in my Clients' letter to Fisher German of 27 June 2025 [ON1/4]. In that letter, my Clients had stated that: *“Your letter offers a meeting via either MS Teams, or in person, to discuss the impact of the development on our farm; we agree a meeting is a sensible next step and want to accept that offer.”*
- 3.7 Overall, the issues that were to be discussed under this agenda outlined the practical considerations on how the sketch scheme would likely affect the farm and a working business, as opposed to being concerned with commercial 'negotiations' about the actual resolution of such practical issues. I received an invitation by email to the Meeting on 3 July from Jo (no surname) at Fisher German. [ON1/5] Attached to that email were copies of the 18 June 2025 Letters and this was the first time that I received electronic copies of such Letters.

THE MEETING WITH NGET ON 15 JULY 2025

4. The 15 July 2025 Meeting took place at my Clients' Thornbush Hall which I attended with my Clients. I understood that the purpose of the Meeting was to discuss the practical issues arising out of NGET's latest proposals in anticipation of their consultation deadline of 18 July 2025. My recollection is that, at the start of the Meeting, this was broadly agreed as being the purpose of the Meeting by those attending. The Meeting was attended by the following people:
- 4.1.1 Stephen Baker (one of our Clients);
- 4.1.2 Trevor Johnson (Farm manager);

- 4.1.3 Myself;
 - 4.1.4 James Forster (Co-founder and Development Director at Alcemi);
 - 4.1.5 Jon Hughes (UK Projects Coordinator at Alcemi); and
 - 4.1.6 Matthew Johnson and Emma Baldry (Fisher German)
- 4.2 No representatives from UKPN, BT, or from any other third parties were present at the Meeting.

Specific matters discussed during the 15 July 2025 Meeting

NGET's latest proposals

- 4.3 During the Meeting, we began to discuss NGET's latest proposals by reference to the Letter Plans that were enclosed with the 18 June 2025 Letter (which also enclosed a consultation notice). However, in the course of the Meeting, Matthew Johnson of Fisher German for the very first time produced a handheld electronic device on which appeared to be displayed an electronic and apparently interactive map/plan showing a scheme in more detail. My Client asked whether a copy of the interactive map/plan would be made available to them but Matthew Johnson of Fisher German told us that this particular map/plan would not be made available to us nor to the Clients and said that this was because it included also details of neighbouring properties that could not be disclosed to other parties. I was also told that we could not take any photographs of their interactive map/plan for the same reason. So we were not able to meaningfully understand the envisaged project for my Clients' land as a result of mere glimpses of parts of the relatively small screen.
- 4.4 We then referred to the maps/plans on Matthew Johnson's handheld electronic device which was held *by him throughout* the Meeting. Due to the size of the tablet and the fact that he was holding it made it very difficult to see the level of detail that Fisher German had access to. Fisher German did not provide the Client or I with any paper plans to take away. As a result, I do not hold a copy of that map/plan.
- 4.5 In relation to specific elements of NGET's latest proposals, we discussed the following concepts and matters at the Meeting based on what we were then told at that Meeting:

Temporary haul road:

A haul road was shown on the electronic plan on Mr Johnson's' device. The plan attached to the letter dated 18 June 2025 also showed a haul and I cannot recall if it was in the same position as was on the electronic plan. My Client raised queries over the construction material of this haul road but Fisher German could not themselves provide *any* detail of this and so it was impossible to understand this concept further.

Land required for the substation extension:

This was not disclosed in any detail at the Meeting. In particular, at no point during the course of the Meeting did Fisher German state that any of my Clients' land was required nor could be compulsorily acquired for the substation extension.

Temporary closure of accesses across the farm:

The temporary closure of farm accesses was not raised or discussed at the Meeting. As far as we were made to understand, the farm would continue to be able to use *all* of the farm's existing tracks to access those parts of my Clients' land not affected by the Project for the NGET pylons. Nevertheless, I did not feel that the Clients were in a better position than Fisher German to understand the concepts and matters of the NGET envisaged scheme.

Permanent soil bund:

There were some other colours showing on the interactive map which Fisher German were using. It was difficult for me to work out what these coloured areas were (because I was not given control of the device and couldn't see any Key on the device). Fisher German were unable to provide any clarification either. Neither I nor my Clients could be in a better position to understand the concepts and matters of their envisaged scheme than Fisher German as agents of NGET. One of those areas is what I now (in December 2025) understand to be a soil bund which NGET propose to acquire compulsorily through the DCO application. However, at no point in the Meeting did Fisher German identify that this land was required by NGET nor that was going to be sought to be compulsory purchased and indeed at no point during the Meeting was the permanent acquisition of any land discussed.

Permanent attenuation pond:

Fisher German's interactive electronic 'map' indicated that part of my Clients' land was proposed to be used for water attenuation ponds. However, Fisher German were unable to explain in any detail what was being proposed in those areas. Although we agreed during the Meeting that Matthew Johnson on behalf of NGET would investigate the matter and report back to Landbridge, I am not aware of any further clarification being provided following the Meeting. As I have referred to above neither I nor my Clients could be in a better position to understand the concepts and matters of their envisaged scheme than Fisher German as agents of NGET. Indeed, I only became aware of this proposal when NGET submitted its DCO application for the Project on 28 August 2025.

Other matters:

Fisher German stated that all of the areas shaded yellow shown on the Letter Plans had been removed from the Project as they were not required. No further information was provided by them on this point.

There was a question over the undergrounding of the small pole and overhead line on my Clients' land to the south of the substation and south of the new pylon route which will be used to underground the existing low voltage overhead line. My Client asked why such an apparently large area was required and Fisher German could not provide any details or explanation. As I have said above, neither I nor my Clients could be in a better position to understand the concepts and matters of their envisaged scheme than Fisher German as agents of NGET.

NGET have proposed a drainage outlet into the ditch to the north of my Clients' land. Fisher German confirmed that this is to help drain the land from the Clearstone Energy land to the north of my Clients' land. The small area referred to is the small area in 'Block Hills' shown as an isolated red outlined area on Plan ref: NG-NT-2025-06-GF-CON-R3_7436 (one of the Letter Plans). We requested further details of this from Fisher German which are still yet to be provided by them as at December 2025.

Fisher German stated that the NGET temporary overhead line is to allow the existing overhead transmission line to remain live during the undergrounding works and these will be removed once this work is done. The temporary

transmission lines are shown by the brown line on Plan ref: NG-NT-2025-06-GF-CON-R3_7436 (one of the Letter Plans).

- 4.6 In general, Fisher German did not provide any detailed information about NGET's latest proposals at the Meeting, and the explanations given by them were limited. In particular, many of the details in relation to NGET's proposals that later appeared in the DCO application on 28 August 2025 were not explained to me at the time in the Meeting, and I was not then or subsequently provided with copies of plans that would have allowed me properly to understand those details. To reiterate, neither I nor my Clients could be in a better position to understand the concepts and matters of their envisaged scheme than Fisher German as agents of NGET.

Underground cabling route

- 4.7 At the meeting, Fisher German displayed electronically the indicative route of the underground transmission cabling. This was the first time my Client and I had seen a plan showing the route of the underground cable. An indicative route of the underground cables was shown on Fisher German's interactive map/plan which appeared to show that the existing overhead lines would be placed somewhere within the red line boundary on the eastern side of the Order Limits. However, no specific or detailed route was disclosed by Fisher German.
- 4.8 Fisher German were unable to provide detailed information about the proposals at the Meeting, and the explanations given were limited. In particular, many of the details that later appeared in the DCO application were not explained to me at the time, and I was not provided with copies of plans that would have allowed those details to be properly understood.
- 4.9 This undergrounding is shown on Plan ref: NG-NT-2025-06-GF-CON-R3_7436 (one of the Letter Plans) with the red outline on the eastern side of their proposals. During the meeting my Client queried this route to ascertain whether it was envisaged on the Farm land and asked why there were no discussions before into the route of these cables with him previously: there was no then response given to this by Fisher German on behalf of NGET.
- 4.10 Fisher German stated the 'undergrounding works' will be done first, then the land handed back to my Client who can then continue farming the land. (With hindsight) this suggests to me that Fisher German were also advising on behalf of UKPN given that I now understand that undergrounding works will fall under

the responsibility of UKPN in light of William Barton's meeting with Fisher German on 12 December 2025 (please see William Barton's witness statement).

- 4.11 Fisher German stated that the pylon adjacent to the cattle sheds on my Clients' land was going to be taken down and replaced with a new pylon. This will connect the underground cables to the existing overhead lines. This was shown on the interactive maps/plans which Fisher German had access to which but, as previously stated, these maps/plans were not shared with my Client or I. Neither I nor my Clients were able to make meaningful head or tail of the envisaged proposal without it being detailed.

Farming operations

- 4.12 Undergrounding – Fisher German stated that the topsoil on the relevant parts of my Clients' land will be stripped back and stored on one side of the working area. The subsoil will then be stored separately from the topsoil on a membrane to prevent contamination. Fisher German agreed to let us know the specific depth of the cables. We made Fisher German aware that the land is *drained* but specific details as to the depth of those drains were not discussed.
- 4.13 Cropping – Fisher German told us the timescales for the undergrounding on my Clients' land were likely to be early 2027. We are still unclear on the timings for NGET's occupation of the land to facilitate the undergrounding. My Client and I believed at the time that the undergrounding may prove more troublesome than the installation of the new lines. One of my Client's biggest concerns were the timings of the works given the land is contract farmed and whether the contractors would continue to farm the land during the construction period or whether they may have to cease trading whilst the construction work is happening.
- 4.14 Crossing points - Fisher German informed us that certain crossing points would be provided to enable my Clients and their contractors to cross the working area in order to access land that would otherwise be severed. By "severed land", I mean isolated field parcels that would become inaccessible during the period of construction activity as a result of NGET's works, with the severance arising from the working area, haul road and associated construction activity. Fisher German stated that crossing points would be provided to allow access to these parcels, although no details were provided as to the location, design or timing of those crossing points.
- 4.15 Drainage plans - It was agreed that my Client would provide copies of the drainage plans for their land to Fisher German so that NGET could then provide

pre and post construction drainage plans showing the remedial drainage works for my Client to consider. My Client told Fisher German that he had drainage plans in the farm office but they were hard copies only and it might take some time to locate and copy them all. At no point did Fisher German say there was any urgency at all to the project envisaged by NGET nor suggest any particular time scales for those plans to be sent to them. They expressed no real interest in those land drainage plans. All they did was acknowledge that they were available.

Overall

- 4.16 The purpose of the Meeting as I understood it was to discuss my Clients' concerns raised in their letter together with NGET's latest proposals in anticipation of the upcoming consultation deadline for responses by landowners on 18 July 2025 and these are the discussions which we had. The discussions were limited to information-sharing and were intended to inform feedback as part of the consultation process, albeit it seems as if in the Meeting and throughout information has been withheld and not disclosed to my Clients or which puts my Clients at a disadvantage.
- 4.17 In particular, no negotiations for my Clients to voluntarily sell land or release any rights took place during the Meeting, not least because my Clients did not have anywhere near the sort of information required to have any such negotiations on a meaningful basis.
- 4.18 Fisher German have not followed up in any capacity any outstanding actions arising from the Meeting as described in my statement.
- 4.19 At no point during the Meeting was the proposed DCO application submission date disclosed or mentioned by Fisher German.

5. EVENTS AFTER THE 15 JULY 2025 MEETING

- 5.1 On 29 July 2025, I was blind copied into an email from the generic Norwich to Tilbury Fisher German email address which attached a generic Heads of Terms document and a generic Heads of Terms covering letter [ON1/6]. Such generic documents did not include any of my Clients' details nor did they refer to any of my Clients' property, land or titles, were generic in nature, and included no particular terms relating to the matters and concerns we raised above.
- 5.2 On 11 November 2025, my Client emailed me, William Barton and Jeremy Stanton (a partner in the Private Client team at Birketts LLP acting for my Clients) [ON1/7]

to say that he had received populated heads of terms directly from Fisher German. He expressed surprise that we had not been sent them too given that was his instruction to Fisher German (as set out in my Clients' letter to Fisher German of 27 June 2025 [ON1/4]). My Client was also concerned that none of his questions had been answered by Fisher German (in fact it seemed to raise more questions and grave concerns e.g. impact on footpaths, soil management, and access). My Client's concerns were raised in his letter dated 27 June 2025 and in the consultation responses he had provided. Furthermore, my Client was worried that Fisher German had not addressed his concerns about fee caps given the proximity of my Clients' land to the substation and the interaction required. In particular, it would appear as if NGET are offering to pay the same fees for each landowner regardless of the amount of land affected.

- 5.3 I emailed the generic Norwich-Tilbury email address on 12 November 2025 requesting an electronic copy of the proposed heads of terms [ON1/8]. We had not received any copies or correspondence in respect of these heads of terms and asked Fisher German to ensure that all future correspondence is sent to Landbridge. My email also asked Fisher German to provide feedback to the consultation responses that we submitted earlier in the year making the points that my Clients' land is hugely affected and that we had not heard anything from either Fisher German, or NGET for months.
- 5.4 On 28 November 2025, I received specific Heads of Terms for my Client from Harry (no surname) from the generic email address [ON1/9] – by “specific”, I mean that the terms are addressed to my Clients and not that the terms were particularised to the concerns raised by my Clients at the previous meetings with Fisher German. This was the first time that we had been sent the electronic populated heads of terms for our Clients for the Project. However, whilst the populated version included my Clients' name and address together with a populated payment schedule and Landbridge contact details they did not include my Clients' solicitors' details despite Fisher German being advised of their details a number of times. This highlighted to me a disconnect between those drafting the terms (NGET/their lawyers) and those sending them out and dealing with the client facing voluntary negotiations (Fisher German). The email from Harry also covered three points as follows:

“Please find attached Heads of Terms that have been delivered to the Godbold's at Thornbush Hall to date. I appreciate your patience in receiving these.

Regarding other correspondence, they may have also recently received Section 56 notices which relates to information on registering with the Planning Inspectorate, these were sent out last month.

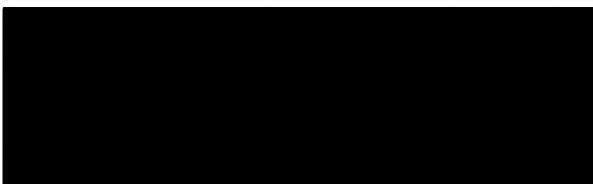
National Grid have provided feedback via the Consultation Report document submitted as part of the DCO application. This can be found via the following link - <https://nsip-documents.planninginspectorate.gov.uk/published-documents/EN020027-000159-5.1%20Consultation%20Report.pdf> .

- 5.5 This reference to the Consultation Report was the first time that we have been directed to a document that may contain feedback from our previous meetings (including, in particular, the 15 July 2025 Meeting). This was once again hugely frustrating as we had had to chase the terms and we were not provided with feedback directly to my Clients' concerns.

Statement of Truth

I understand that proceedings for contempt of court may be brought against anyone who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth.

I believe that the facts stated in this Witness Statement are true.



Dated 19.12.2025

EXHIBIT ON1/1

Note of meeting SB
23/9/22

Date: 3 August 2022
Our Reference: NG/FG/EAG/150,9646

- Agreed to hold
for now pending
NFI changes
to terms.
LW

FISHER GERMAN LLP
East Anglia GREEN Lands Team
The Estates Office
Norman Court
Ivanhoe Business Park
Ashby de la Zouch
LE65 2UZ

t. 0345 0131864
e. EAGsurveys@fishergerman.co.uk

Mr & Mrs Godbold

Dear Mr & Mrs Godbold

National Grid East Anglia Green Energy Enablement (GREEN) Project - Access for Surveys

National Grid needs to reinforce its network in East Anglia and is developing proposals for a new high voltage electricity reinforcement between Norwich, Bramford and Tilbury. It will play a vital role in delivering new sources of clean, green electricity efficiently, reliably, and safely and will support the UK's target to tackle climate change.

In spring 2022, National Grid held an initial public consultation to introduce their proposals and explain why they need to build the project. They are now reviewing the feedback received and will carefully consider peoples' comments as they take the project forward.

As part of their next steps, National Grid's contractors will need to carry out non-intrusive walkover surveys across land within the corridor, as well as across adjoining land, and areas that have been flagged up through consultation feedback. These surveys will help identify where further, more detailed assessments are required.

Fisher German is working on behalf of National Grid, and we are contacting landowners in the areas National Grid need to survey at this stage. We would like to agree access with you to carry out these surveys and we have enclosed a survey licence and plan, along with further information about National Grid's commitment when accessing land for surveys. In line with National Grid's land rights strategy, we will make an advance compensation payment of **£500** upon receipt of a signed licence agreement, which will be valid for a 24-month period commencing from September 2022.

If you have an occupier/tenant or would prefer us to discuss this request with your land agent, we'd be grateful if you could inform us of their details on the enclosed referencing form, so we can issue the licence to them.

Once a survey licence has been signed, Fisher German will contact landowners in advance of surveys taking place to confirm the type of survey being carried out, the access date and whether there are any specific access considerations to be taken i.e., point of access, locked gates and livestock etc.

Please be assured, this access request is to allow surveys to be carried out over a set period. Allowing National Grid access to your land allows them to understand the potential effects of their work and enables them to make informed decisions as they look to develop their proposals in more detail. You can still make representations about the project at any time and allowing survey access does not affect your right to comment.

If you would like to discuss the project and survey access requests further, we would be happy to do so over the telephone with you and/or your appointed land agent. You can find our contact details at the top of this letter.

We have enclosed a pre-paid addressed envelope for the return of the survey licence or referencing form and look forward to hearing from you.

Useful links: www.nationalgrid.com/east-anglia-green

Yours sincerely,



Fisher German LLP

Enclosures:

Survey Licence
Land Plan
Referencing Form
NG Guidance on Accessing Land for Surveys
Ecology Survey Calendar
Pre-Paid Envelope

Our Ref: NG/FG/EAG/150,9646

East Anglia GREEN Project Request for Entry onto Land for the Purpose of Survey

To: Herbert Earthy Godbold & Olive Ann Godbold

National Grid Electricity Transmission plc ('NGET') hereby advise you that NGET or its contractors will enter your land shown on the attached plan (for identification purposes only), for the purpose of carrying out non-intrusive surveys relating to the proposed East Anglia GREEN Project.

Access to your land will be taken from 5th September 2022 for a period of 24 months. A payment of **£500.00** will be paid as detailed on the enclosed *National Grid's Commitments When Accessing Land for Surveys Prior to Construction* factsheet.

Please note that NGET's agent, Fisher German, will contact you prior to access being taken to confirm access arrangements.

The date of this request is the 3rd August 2022.

[Redacted]
I, [Redacted], confirm my agreement to NGET or its contractors entering my land for the purpose of carrying out non-intrusive surveys as described on the attached factsheet. I confirm that by signing below [I am/we are the sole occupier(s) of the land which is the subject of this request] [I/We give consent on behalf of all registered and/or other owners of the land, which is the subject of this request].

Signature

Dated: 17th August 22

Name

Mob

Landline No:

Email:

*Please print and complete the Payee section below if this is different from that printed above.

Payee*: ..



Please tick if the payee is registered for VAT

In order for Fisher German to arrange payment, please confirm the correct account details below. Please use **BLOCK CAPITALS**:

This Licence is made on the

Between:

(the "**Licensor**")

National Grid Electricity Transmission Plc (Company Registration Number 02366977) whose registered office is at 1-3 Strand London WC2N 5EH (the "**Licensee**")

RE – EAST ANGLIA GREEN ENERGY ENABLEMENT (GREEN) PROJECT (the "**Project**")

The "**Property**" means all that land shown edged in green on the attached plan (for identification purposes only)

- 1 The term of this Licence shall be for a period of two years from and including the date of this Licence.
- 2 The Licensor's agent, if instructed, shall be entitled to payment of its reasonable professional fees plus VAT (to the extent that such VAT is not recoverable by the Licensor) incurred in connection with the implementation of this Licence and which are agreed in advance by the Licensor and the Licensee (each acting reasonably). Such agent's professional fees shall be paid within 28 days of receipt, by the Licensee, of an agreed invoice issued by the Licensor's agent to the Licensor.
- 3 In consideration of the payments made by the Licensee to the Licensor pursuant to the terms of this Licence the Licensor authorises the Licensee and its nominated suppliers and contractors to use the Property for such non-intrusive activities including, but not limited to; carrying out walkover surveys, inspections and measurements on the Property, obtaining photographic and video records of the Property to inform the aforementioned activities in connection with the Project (the "**Works**").
- 4 The fee payable for this Licence is £500 which the Licensee was required to pay within 14 days of receiving, from the Licensor, a signed version of the form of this Licence. This fee shall operate by way of advance compensation in respect of any other sums payable by the Licensee pursuant to the terms of this Licence.
- 5 In the event that the Licensee wishes to undertake any night-time surveys (between the hours of 2100 – 0600) on the Property the Licensor shall be entitled to a further payment of £250 for up to 6 night time surveys carried out within any twelve months period within the two years period referred to in clause 1 (with the intent that there may be up to two such payments and periods within the period of this Licence) PROVIDED THAT if the Property includes dense woodland the Licensee shall if it requests with the consent of the Licensor (which consent shall not be unreasonably withheld or delayed) be permitted to undertake further night-time surveys within such period(s) without making further payments.
- 6 The Licensee shall:
 - 6.1 provide to the Licensor an indicative survey schedule for all those surveys listed in clause 3 which will state the specific nature of the survey with the expected commencement and end date;
 - 6.2 notify the Licensor by email or telephone call or text on contact details provided by the Licensor of intentions to access the Property during a day other than a Saturday, Sunday or public holiday in England during the hours 8.00 - 18.00 prior to doing so,

and in the case of the Licensor a minimum of 48 hours prior to access being taken prior to each access of the Property or if the Licensor has appointed a nominated agent not less than 7 days' notice by e mail to such nominated agent prior to access being taken prior to each access of the Property; No access is to be taken on a Saturday, Sunday or Bank Holidays without prior approval from the Licensor;

- 6.3 access the Property on foot, and with vehicles if required on existing roads and tracks subject to prior approval from the Licensor in respect of the use of such vehicles (such approval not to be unreasonably withheld or delayed), and to keep the Licensor, or its nominated agent informed with arrangements for the day of any proposed access and to agree with the Licensor all reasonable arrangements which include, but are not limited to, access routes to the Property, parking arrangements, purpose of survey and timings of access;
- 6.4 observe any reasonable rules and regulations the Licensor makes and notifies in writing to the Licensee or its agents/contractors from time to time and ensure adequate measures are taken to ensure the safety of employees and contractors on the Property which shall include, but is not limited to, health and safety and for the avoidance of doubt all appropriate bio-security measures;
- 6.5 provide the Licensor and its nominated agent with copies of all Health and Safety risk assessments as well as working methodology upon reasonable request;
- 6.6 not to cause any disturbance, damage or nuisance to the Property, (or any buildings, gutters, fences or other fixtures, fittings or structures on it) or adjoining property of the Licensor and not to leave any structure or machinery or any items on the Property upon vacating the Property provided that the proper use of the Property in accordance with the terms of this Licence shall not constitute a breach of this clause;
- 6.7 notify the Licensor or its nominated agent immediately in the event that any damage is caused by the Licensee or its agents/contractors or in the event that there is any emergency or risk to the health and safety of any user of the Property noted or caused by any person exercising the rights granted by this Licence to the Licensee;
- 6.8 in connection with the exercise of the rights granted by this Licence comply with the terms of all statutory provisions, by-laws and all other rules and regulations to the extent applicable for the use of the Property pursuant to the terms of this Licence;
- 6.9 maintain public liability insurance of not less than £10,000,000 (ten million pounds) for each and every claim to cover any liabilities arising out of its access onto and use of the Property pursuant to the terms of this Licence and the carrying out and existence of the Works;
- 6.10 make good at its own cost and to the Licensor's reasonable satisfaction all physical damage or disturbance caused to the Property or livestock on it or to any services or Conduits (as defined below) as a result of its access to the Property pursuant to the terms of this Licence or the carrying out or existence of the Works. If the Licensee fails to make good any damage to the Property or reinstate the Property to the Licensor's reasonable satisfaction as aforesaid the Licensor having first given notice to the Licensee of his intention to do so may make good any such damage and reinstate the Property, and the proper costs thereof shall be recoverable from the Licensee. In addition, the Licensee agrees to pay compensation for crop loss and disturbance to the Licensor and loss of agri-environment and Basic Payment Scheme payments where damage cannot be made good and for the avoidance of doubt the Licensee will compensate the Licensor in respect of any agricultural, environmental or stewardship subsidy which may be lost or foregone as a result of the Works or actions of the Licensee and pay any compensation within 28 days of receiving claim;

- 6.11 use reasonable endeavours to minimise any potential disruption to shoot days on the Property by not taking access on such a shoot day notified to the Licensee prior to or upon service of the 48 hours' notice referred to in clause 6.2, PROVIDED THAT the Licensors shall use reasonable endeavours to provide to the Licensee when returning this Licence duly signed by or on its behalf details of any shoot dates;
- 6.12 provide to the Licensors upon reasonable request all survey information relating to land in either its ownership or occupation which has been gathered during a survey permitted by this Licence and is to be used in connection with the Project being developed by the Licensee within 14 days of the Licensee being in receipt of such survey information;
- 6.13 ensure that the Works do not interfere with, damage or affect any service pipes, cables or other conduits or any other equipment or apparatus (whether for telecommunications or otherwise) installed in, on or under the Property (together called "**Conduits**");
- 6.14 accept responsibility for the actions of contractors, sub-contractors and all other persons employed by Licensee in connection with the Works;
- 6.15 not seek access to the farmhouse or any residential dwellings on the Property. Where access is reasonably required to the farmstead including any buildings on the Property this will be subject to prior agreement from the Licensors (such agreement not to be unreasonably withheld or delayed);
- 6.16 not install or leave on the Property any welfare facilities.
- 7 The Licensors may terminate this Licence immediately on written notice from the Licensors to the Licensee following any breach of the Licensee's obligations under this Licence which is not remedied within 30 days of the date of written notification of such breach to the Licensee. The Licensee may terminate this Licence on written notice to the Licensors.
- 8 This Licence is not intended by any of the parties to it to confer upon the Licensee any right or interest in the nature of a tenancy or exclusive possession or occupation of the Property and gives no proprietary interest in the Property to the Licensee;
- 9 The Licensee may freely assign or transfer or novate any of the rights and/or obligations under, and/or the benefit of this Licence whether in whole or in part, without the consent of the Licensors to a person or entity licenced by OFGEM. The Licensee shall not allow any other person or company to use the Property save for the Licensee's contractors, sub – contractors, suppliers, agents and all other persons employed by the Licensee in connection with the Works.
- 10 The Licensee will keep the Licensors indemnified against all actions, proceedings, costs, demands, claims and liabilities which may be brought and/or made against the Licensors arising from the negligence of the Licensee or the breach of the terms of this Licence by the Licensee. This indemnity is to be capped at £10,000,000 (ten million pounds) in aggregate.
- 11 The indemnity in clause 10 is conditional upon the Licensors:
- 11.1 giving the Licensee written notice of any such actions, proceedings, costs, claims, or demands as soon as possible after the Licensors becomes aware of these;

- 11.2 not admitting liability to any third party or making any offer to settle any such actions claims or demands without the Licensee's consent (which is not to be unreasonably withheld or delayed); and
- 11.3 taking all reasonable steps to mitigate any losses or liabilities caused by any such actions claims proceedings or demands.
- 12 The expiry or earlier termination of this Licence shall not affect the rights of the Licensor in connection with any breach of any obligation under this Licence which existed at or before the date of such expiry or termination.
- 13 In the event a dispute arises between the parties that cannot be resolved by a third party as agreed and appointed by the Licensor and Licensee within 30 days then the matter shall be referred to the Central Association of Agricultural Valuers or RICS Dispute Resolution Service.
- 14 The Licensor shall procure that this Licence is binding upon any successor in title to its interest in the Property or any person deriving an interest from the Licensor.
- 15 The Licensor confirms that it has obtained the consent of all occupiers of the Property to the grant of this Licence.
- 16 Any notice to be given in writing to the Licensee shall be sent by e mail to eagsurveys@fishergerman.co.uk or such other e mail address as the Licensee shall notify to the Licensor from time to time.

Signed by the Licensor

Print Name

Witness

Name

Address

Occupation

Signed on behalf of the Licensee

Print Name

Witness

Name

Address

Occupation

Our Ref: NG/FG/EAG/150,9646

SECTION 1

If you have an occupier on the land shown on the enclosed plan or an appointed land agent you'd prefer us to talk to on your behalf, please can you write their details below:

Occupier Details:	Agent Details:
Name:	Name:
Address:	Address:
Tel Number(s):	Tel Number(s):
Email:	Email:

SECTION 2

If you are no longer the owner of the land detailed on the enclosed plan, please complete the following:

I/We sold/let all/part of the land to the following:

SECTION 3

Please provide any further comments you may have:

Thank you for your time completing this form. Please sign below as confirmation that the above details are correct.

Dated.....

EXHIBIT ON1/2

Olive Ann Godbold

Reference: 9646
Date: 18th June 2025

FISHER GERMAN LLP
Norwich to Tilbury Lands Team
The Atrium
Risby Business Park
Risby
Bury St Edmunds
Suffolk
IP28 6RD

t. 0808 1753 314
e. Norwich-Tilbury@fishergerman.co.uk

Dear Olive Ann Godbold

National Grid – Norwich to Tilbury – Voluntary Negotiations

The Norwich to Tilbury project is preparing to submit a Development Consent Order application, which will include provisions which would enable National Grid to acquire land, and rights over land.

Based on our understanding of landownership, we believe you may have an interest in land and/or property within the Project's order limits. ***The order limits refer to land that may be temporarily or permanently required for the construction and/or operation of the project.***

We are therefore writing to you to confirm National Grid are seeking to enter into voluntary negotiations regarding the acquisition of land, and any rights over land, that are required for the Project. In line with National Grid's Land Rights Strategy, a copy of which is enclosed, National Grid's preference is to acquire rights on a voluntary basis.

We would also welcome discussions on key considerations for landowners in respect of how the current proposals impact their occupation and use of the land. This is to inform the Project, so that wherever possible National Grid can consider appropriate accommodation and mitigation works as part of the Norwich to Tilbury construction and operational phases, should they be granted a Development Consent Order.

Key items we would like to discuss are:

- Agricultural Land Drainage (Pre and Post Construction)
- Soil Handling and Management
- Farming Operations and associated accommodation works including haul road considerations
- Irrigation Systems
- Cropping and farmable areas
- Any other practical considerations pertaining to the day-to-day use of the land you own.

Should you wish to enter into negotiations for voluntary Heads of Terms, then reasonable and proportionate professional fees incurred by you would be covered by National Grid in line with the current published National Grid Payment of Surveyors' Fees document. A copy of this document can be found on the project website. Alternatively, an email and/or paper copy can be provided on request.

In the first instance we would welcome your expression of interest so that we can explain the process in more detail. If you are interested in exploring this further, please either email us on Norwich-Tilbury@fishergerman.co.uk or call 0808 1753 314 to arrange a meeting.


Yours faithfully,

[Redacted Signature]

Fisher German LLP

EXHIBIT ON1/3

Olive Ann Godbold



Reference: 9646
18th June 2025

Dear Sir/Madam

Landowner consultation on proposed changes to the project called Norwich to Tilbury concluding 11.59 pm 18 July 2025

Consultation notice under Sections 42 and 44 of the Planning Act 2008 (as amended)

The Infrastructure Planning (Applications and Prescribed Forms and Procedure) Regulations 2009 (as amended) (the “APFP Regulations”)

Notification under the Infrastructure Planning (Environmental Impact Assessment) Regulations 2017 (as amended) (the “EIA Regulations”)

We are writing to you in relation to National Grid Electricity Transmission plc (“National Grid”) proposed application for an order granting development consent to construct and operate the project called Norwich to Tilbury (“the Project”).

From April to July 2024, we held a statutory public consultation, inviting landowners and local communities to share their views on our proposals. Furthermore, between 30 January and 17 April 2025 we undertook both statutory and non-statutory targeted consultations with landowners and local communities in certain locations along the route. We have carefully reviewed all the feedback and have identified some locations where we are minded to make changes to the proposals published to date.

Most of these latest proposed changes have been identified from the feedback we received at our statutory consultation in summer 2024 and our targeted consultations this year, alongside considerations given to information gathered via environmental and engineering surveys.

Based on our understanding of landownership, we believe you may have an interest in land and/or property impacted by these proposed changes and as such our consultation with you here is statutory under Section 42 and 44 of the Planning Act 2008 (“the Act”).

The proposed changes that may impact your land holdings are shown on the enclosed plan. No final decisions have been made on the proposed changes.

This landowner consultation runs until **11:59 pm 18 July 2025**.

The Project

The Project is a proposal by National Grid to upgrade the electricity transmission system in East Anglia between Norwich and Tilbury, comprising:

- a new 400 kilovolt (“kV”) electricity transmission connection of approximately 180 kilometres (“km”) in overall length from Norwich Main Substation via Bramford Substation and a new Tilbury North Substation, into Tilbury Substation comprising:
 - approximately 159 km of new overhead line supported on approximately 510 steel lattice pylons (approximately 50 metres (“m”) in height) some of which are gantries (typically up to 15 m in height) within proposed Cable Sealing End (“CSE”) compounds, or existing or proposed substations; and
 - approximately 22 km of 400 kV underground cabling some of which is located through the Dedham Vale National Landscape (formerly known as Dedham Vale AONB);
- seven new CSE compounds, each with a permanent access, to connect the overhead lines to the underground cables;
- a new 400 kV East Anglia Connection Node (“EACN”) substation, with a new permanent access, on the Tendring Peninsula. This is proposed to be an Air Insulated Switchgear (“AIS”) substation;
- a new 400 kV Tilbury North Substation to the south of Orsett Golf Course in Thurrock with access options. This is proposed to be a Gas Insulated Switchgear (GIS) substation;
- modifications to the existing National Grid Electricity Transmission overhead lines, including into and out of the new 400 kV Tilbury North and access options.
- substation extension works at the existing Norwich Main and Bramford substations to connect and support operation of the new transmission connection; and
- temporary works associated with the construction of the Project

Third party utilities diversions and/or modifications would also be required to facilitate the construction of the Project. There would also be land required for mitigation, compensation and enhancement of the environment including Biodiversity Net Gain.

As well as the permanent infrastructure, land would also be required temporarily for construction activities including, for example, working areas for construction equipment and machinery, site offices, welfare, storage and temporary construction access.

The Project would be designed, constructed and operated in accordance with applicable health and safety legislation. The Project would also need to comply with design safety standards including the National Electricity Transmission System (“NETS”) Security and Quality of Supply Standard, which sets out the criteria and methodology for planning and operating the NETS. This informs a suite of National Grid policies and processes, which contain details on design standards required to be met when designing, constructing and operating assets such as proposed for the Project.

Norwich to Tilbury will play a vital role in delivering electricity efficiently, reliably, and safely and will support the UK’s move to reduce carbon emissions. We are committed to working with local communities as we develop our plans.

National Grid expects the Project to be classified as a Nationally Significant Infrastructure Project (“NSIP”), as defined under Part 3 of the Act, and to require consent from the Secretary of State via a development consent order (“DCO”). The development consent being sought would include a number of other provisions, including those for the compulsory acquisition of land and interests in and rights over land, overriding easements and other rights, the temporary use of land, and other ancillary powers, if necessary, to construct and maintain the Project.

The Project is an Environmental Impact Assessment (“EIA”) development, as defined by the EIA Regulations and is currently in the pre-application stage of the DCO application process.

Enclosed with this letter

Enclosed with this letter is a plan(s) of our latest proposals as they relate to your land holding, a guide to reading plans, information regarding data protection, a landowner feedback questionnaire and a freepost envelope. Digital plans showing your land interests are available on request from Fisher German using the contact details at the end of this letter.

Further information on the Project

Further general information on the Project and copies of our previous consultation materials can be found on our website at: nationalgrid.com/norwich-to-tilbury

The 'Document Library' tab on the Project website includes all information related to the Project that has previously been consulted on and which remains relevant. This includes:

Material published as part of the summer 2024 statutory consultation:

- Project Background Document
- Copy of the notice published as part of the summer 2024 statutory consultation under Section 48 of the Act (as the Project is 'EIA Development' for the purposes of the EIA Regulations and as required by Regulation 4 of the APFP Regulations)
- 2024 PEIR and non-technical summary of the 2024 PEIR
- Project maps/Project area maps showing the extent of the Project
- Statement of Community Consultation

Material published during targeted consultations in 2025:

- Targeted Statutory Consultation Strategy
- Targeted Consultation Strategy
- Targeted consultation feedback questionnaire
- Targeted consultation overview map
- Consultation leaflet for each of the targeted consultation locations
- Environmental Impacts of Change document for each of the targeted consultation locations

Please note that the consultation documents on our website refer to deadlines for responding. These deadlines do not apply to any responses you wish to send to us in respect of this letter. Details of how you can respond to this letter are outlined below.

Responding to the consultation

As a person with an interest in land, we would welcome any feedback you might have on how the proposed changes may impact your land interest as well as any comments on the proposed Project.

The deadline for submitting feedback is **11:59pm 18 July 2025**.

Email

Responses to this consultation via the feedback questionnaire or free text response, can be submitted via email to Norwich-Tilbury@fishergerman.co.uk.

Post

Alternatively, you can return a printed copy of the landowner feedback questionnaire via **FREEPOST N TO T** (please write this in capitals, you do not need a stamp).

Meeting

We understand you (and/or your professional representative) may have met with Fisher German before, or attended one of the consultation events we have held, to discuss the Project.

However, if you would like to arrange a further meeting to discuss the contents of this letter, its enclosures, and/or the wider Project, please get in touch with using the details below.

Telephone: 0800 1753 314

Email: Norwich-Tilbury@fishergerman.co.uk

Technical Documents

Requests for paper copies of the technical documents published on the Project website will be reviewed on a case by-case basis. To cover printing costs a reasonable copying charge may apply, to be paid for by the recipient and up-to a maximum value of £500 for the whole suite of consultation documents.

Please get in touch with us using the details below if you would like a printed or alternative format copy of materials.

Telephone: 0808 1753 314

Email: Norwich-Tilbury@fishergerman.co.uk

Next Steps

We will consider all comments received relating to our proposals. Furthermore, there will also be an opportunity for you to give your views on our proposals, once our application has been submitted. You would make these comments directly to the Planning Inspectorate whilst our application is being examined.

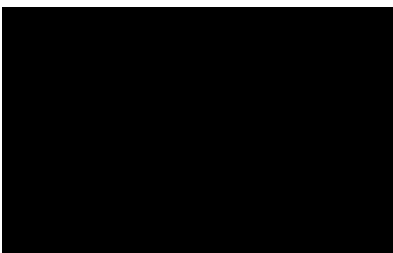
We may be required to make copies of representations available to the Secretary of State. However, we will request that personal details are not placed on the public record. Personal details will be held securely in accordance with the relevant data protection legislation and will be used solely in connection with the consultation process and the development of this Project and, except as noted above, will not be disclosed to any third parties.

National Grid's privacy policy can be found on its website: <https://www.nationalgrid.com/privacy-policy>.

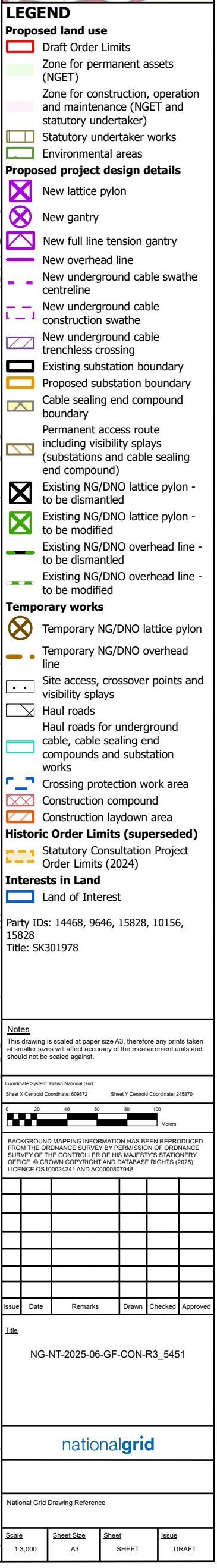
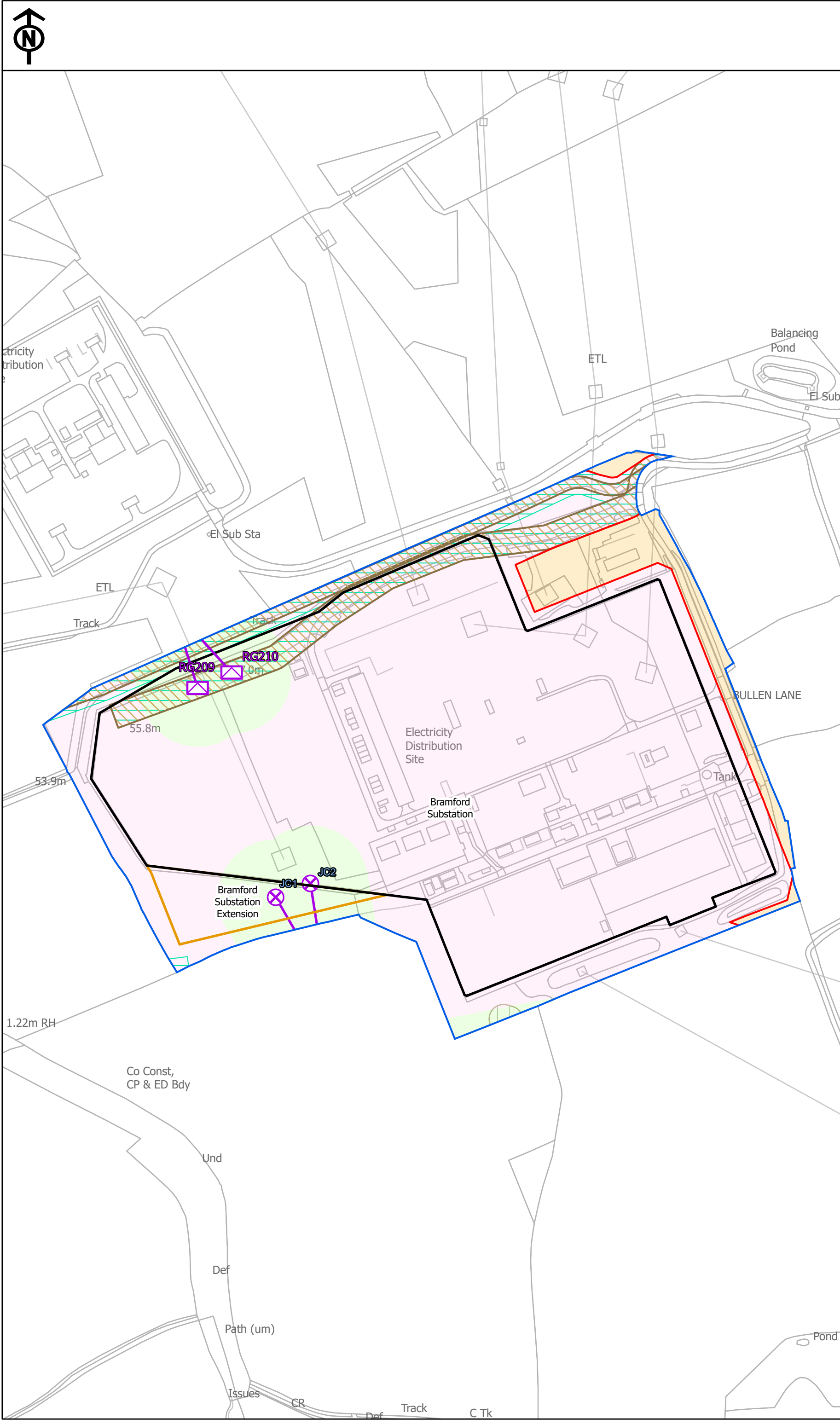
If you have any questions about the Project, please do not hesitate to contact us at the above postal or email address.

We look forward to hearing from you.

Yours faithfully



Project Director



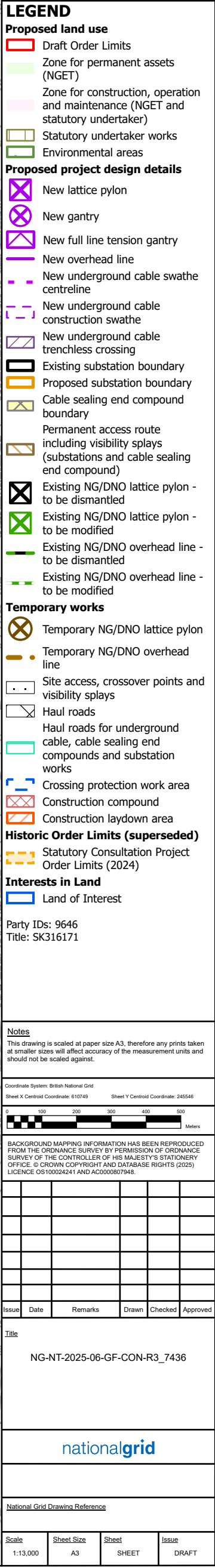
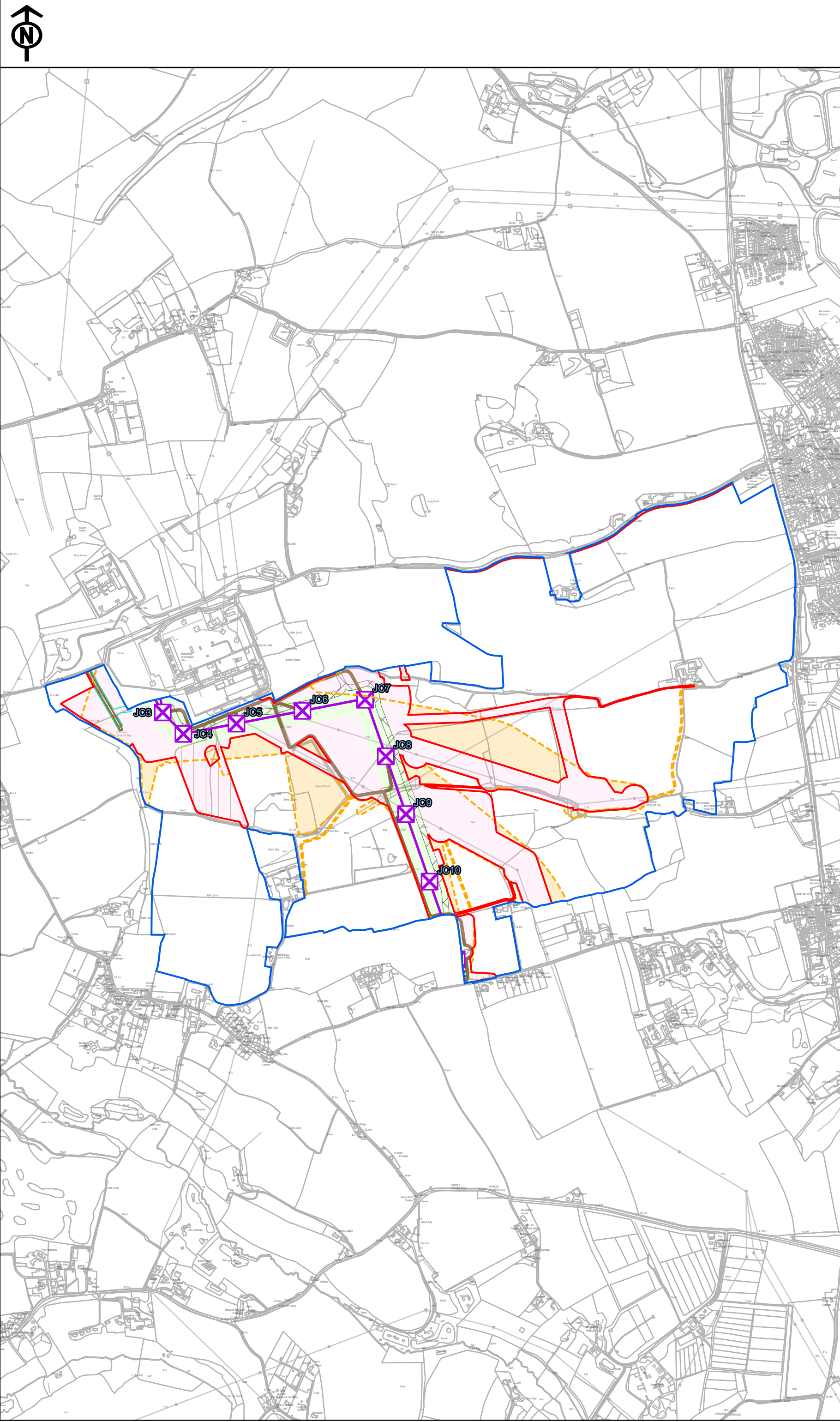
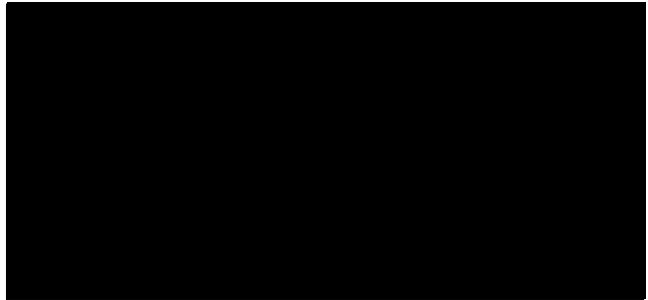


EXHIBIT ON1/4



27th June 2025

National Grid / Fisher German

c/o Fisher German LLP

The Atrium

Risby Business Park, Risby,

Busy St Edmunds

IP28 6RD

Norwich to Tilbury: Reference 9646

Dear Fisher German,

I refer to your letter (18th June 2025) referring to the Norwich to Tilbury connection, and the proposed voluntary negotiations with those residents, land owners and businesses affected by the scheme.

Further to the request in the final paragraph of your letter, please accept this response as our firm 'expression of interest', as a significant land owner on the site of the Norwich to Tilbury development, that we wish to engage in meetings, liaison, and negotiation as appropriate given the considerable impact this will have on our land holding, and farming business.

May I now refer to some of the other issues raised in your correspondence, and also provide some background to our situation.

1] Since the death of Mr Herbert Godbold the H and O Godbold Partnership, which owns and operates Thornbush Hall Farm, now has three partners, namely:

- Mrs Olive Ann Godbold
- Mrs Diana Johnson
- Mr Stephen Baker

All hard copy correspondence can be sent to 

2] Although we wish to be involved, we will also ask our land agents, Landbridge, to represent us on this matter. Their contact details are:

Will Barton, [REDACTED] ndbridge.co.uk

Oliver North [REDACTED] landbridge.co.uk

Landline for 'Landbridge': 01473 461203

3] Your letter lists a number of key items for discussion, including land drainage, soil handling and management, farming operations, and cropping / farmable areas. We welcome early and detailed discussions around all of these points, and we are confident that other issues will arise. We are also keen to discuss with you the issue of accessibility to all areas of the farm during the construction phase, as some areas are likely to be cultivated during the construction phase, and access will be required to those areas.

4] We are keen to understand both the short and long term expectations of National Grid with regard to the use of our farm land. We are also aware that there is an intention to underground some of the power network, and to do this on Thornbush Hall Land; we need to understand the implications of this for farming practices and future access.

5] In your other letter, titled '*Landowner consultation on proposed changes to the project Norwich to Tilbury*' you offer to provide digital plans showing our land interests. We welcome that offer, and would appreciate digital copies of all plans. Please send these to me, and also to our colleagues at Landbridge.

6] Your letter offers a meeting via either MS Teams, or in person, to discuss the impact of the development on our farm; we agree a meeting is a sensible next step and want to accept that offer. Given the location of our land ownership to the substation, and the complexity of the issues that all parties will have to address concerning the Norwich to Tilbury project, I suggest that we aim for an 'in-person' meeting. This will also need to involve 'Landbridge'.

Finally, please copy Landbridge and H&O Godbold into all emailed correspondence. We look forward to your response, and arranging a meeting to take these matters forward.

Yours sincerely,

[REDACTED]

For H & O Godbold Partnership

EXHIBIT ON1/5

-----Original Appointment-----

From: Norwich toTilbury <Norwich-Tilbury@fishergerman.co.uk>

Sent: 03 July 2025 10:06

To: Norwich toTilbury; William Barton; Oliver North; sa.baker@btinternet.com; Matthew Johnson; Oscar Brown

Subject: 9646: Olive Ann Godbold - Landowner (New PIL) - Site Meeting confirmed

When: 15 July 2025 12:30-13:30 (UTC+00:00) Dublin, Edinburgh, Lisbon, London.

Where: RE: Olive Ann Godbold: Ref9646: [REDACTED]

Dear All,

Confirming the Site Meeting at the above address for Tuesday 15th July at 12:30 – Matthew Johnson and Oscar Brown our surveyors will taking this meeting on site.

Kind regards

Jo

EXHIBIT ON1/6

From: Norwich to Tilbury <Norwich-Tilbury@fishergerman.co.uk>

Sent: 29 July 2025 17:34

To: Norwich to Tilbury <Norwich-Tilbury@fishergerman.co.uk>

Subject: National Grid – Norwich to Tilbury Project Heads of Terms: Without Prejudice and Subject to Contract

National Grid – Norwich to Tilbury Project Heads of Terms: Without Prejudice and Subject to Contract

Dear all,

As you are aware, National Grid Electricity Transmission Plc (NGET) has been consulting on its proposals for the Norwich to Tilbury Project over a number of years now, including three rounds of project-wide consultation and then further localised engagement.

NGET is currently preparing to submit an application for a Development Consent Order (DCO).

The Norwich to Tilbury Project is a critical nationally significant infrastructure project intended to support the UK's net zero target through the connection of new low carbon energy generation in East Anglia and by reinforcing the transmission network. As a consequence, and in order to enable construction and operation of the Norwich to Tilbury Project, NGET will seek, as part of its DCO application, powers of compulsory acquisition and temporary possession.

It is NGET's intention and preference to negotiate and secure voluntary agreements for the land and rights required to construct and operate the Norwich to Tilbury Project.

As part of this process, we are sharing with you, **for information only**, the Norwich to Tilbury Project **template** Heads of Terms (HoTs) which include reference to the various land and/or rights which NGET will be seeking to acquire in respect of the Norwich to Tilbury Project as a whole. (This includes land for substations, and rights for underground cables, overhead lines, construction compounds and both temporary and permanent rights required for access, construction, drainage, maintenance, mitigation and dismantling of redundant infrastructure). The template and covering letter attached is what will shortly be sent to your clients.

Please note that the enclosed template HoTs relate to the whole of the Norwich to Tilbury Project and are, therefore, not specific to individual landholdings.

We will share with your clients, in due course, formal HoTs, which will be specific to your client's landholding and will set out the land and/or rights which NGET is seeking to acquire. The formal HoTs will explain how your clients land is proposed to be affected, via an accompanying plan showing the areas of land over which various land and/or rights are being sought, and the associated commercial proposals from NGET in line with its Land Rights Strategy.

The attached template HoTs include reference to the following NGET policies.

- NGET Land Rights Strategy and Payment Schedule for Assets (V1)
- National Grid - Construction best practice for underground cable installation (V1)
- National Grid - Construction best practice for overhead line installation (V1)

- National Grid – Payment of Surveyors' Fees (V6)

These policy documents are available on the project website should you wish to view them;

<https://www.nationalgrid.com/electricity-transmission/network-and-infrastructure/infrastructure-projects/norwich-to-tilbury/document-library#230548828-1356042829>

Should you have any queries in respect of this communication please contact the team on 0808 175 3314 or via email on Norwich-Tilbury@fishergerman.co.uk

Kind Regards

Fisher German

Norwich to Tilbury

For and on Behalf of Fisher German LLP

0808 1753314

**fisher
german**



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A list of members' names is available for inspection at the registered office, The Head Office, Ivanhoe Office Park, Ivanhoe Park Way, Ashby de la Zouch, LE65 2AB.

SAVE PAPER - Please do not print this e-mail unless absolutely necessary.

THESE ARE TEMPLATE HEADS OF TERMS FOR THE NORWICH TO TILBURY PROJECT. FORMAL POPULATED HEADS OF TERMS WILL BE ISSUED IN DUE COURSE

Reference: [●]

Date of issue: [●]

NORWICH TO TILBURY

TEMPLATE HEADS OF TERMS

Option Agreement to [purchase land] [Grant an Easement for National Grid Electricity Transmission to acquire rights] [take [a] lease[s]].

These Heads of Terms are not intended to create any legally binding obligations and are subject to contract and completion of formally executed legal documentation.

**Without Prejudice
Confidential and Subject to Contract**

1.	The Project	Norwich to Tilbury
2.	Grantor (Landowner)	[Grantor Name] of [Grantor Address]
3.	Grantee	National Grid Electricity Transmission PLC (company number 02366977), 1-3 Strand, London WC2N 5EH (" National Grid ")
4.	Grantor's Agent	[Grantor's Agent Name] of [Grantor's Agent Address And Contact Details]
5.	Grantor's Solicitor	[Grantor's Solicitors Name] of [Grantor's Solicitors Address And Contact Details]
6.	Grantee's Agent	Fisher German LLP, Norwich to Tilbury Lands Team, The Atrium Risby Business Park, Risby, Bury St Edmunds, Suffolk IP28 6RD
7.	Grantee's Solicitor	Bryan Cave Leighton Paisner, Governors House, 5 Laurence Pountney Hill, London EC4R 0BR
8.	Plan	The plan attached to these Heads of Terms [GRANTOR PLAN REFERENCE].
9.	Grantor's Land	The freehold land shaded XXX on the Plan together with additional rights and interests that the Grantor may have in the subsoil or the adjoining highways, road, drains, ditches, watercourses, riparian rights and tracks [forming [part of] the land registered at the Land Registry with title number(s) [TITLE NUMBERS]].
10.	Option Area	The area of land over which the Grantee will have an Option is shown edged XXX on the attached Plan.
11.	Option Period	7 years from the date of exchange of the Option Agreement within which to serve the Construction Notice.
12.	Other Interests	[There are no tenants, occupiers, lessees or mortgagees affecting the Option Area [and no third-party consents are required for the Option

THESE ARE TEMPLATE HEADS OF TERMS FOR THE NORWICH TO TILBURY PROJECT. FORMAL POPULATED HEADS OF TERMS WILL BE ISSUED IN DUE COURSE

Reference: [●]

Date of issue: [●]

		<p>Agreement [and Deed of Grant] and other rights provided for in the Option Agreement]]</p> <p>It is for the Grantor to secure consent from tenants, occupiers and mortgagees and unless otherwise agreed by the Grantee on a case by case basis the beneficiaries of any restrictive covenant which would be breached by the carrying out of the Project works.</p> <p>Reasonable costs incurred by the Grantor for gaining the consent of mortgagors or lenders will be reimbursed by the Grantee, subject to the value being agreed between the parties in writing prior to the cost being incurred.</p>
13.	New Interests	<p>In the case of all disposals of land or rights in land, the Grantor is required to execute and deliver to the Grantee or its successors in title a Deed of Covenant in the form approved by the Grantee (such approval not to be unreasonably withheld or delayed).</p>
14.	Restrictions within Option Area	<p>During the Option Period the Grantor, and the occupier if applicable, are not to carry out activities within the Option Area that may prejudice the rights to be acquired by the Grantee, unless they have prior written consent of the Grantee (not to be unreasonably withheld). These activities include but are not limited to, construction of any buildings, development of land for any purpose other than the existing use, land drainage works, tree or hedgerow planting, excavations, installation of roads or access tracks, installation of dykes, ditches or hard boundaries, piling, installation of renewable energy technology, and any other work which would constitute development of the land forming the Option Area. Subject to the above restrictions the Grantor may undertake normal agricultural operations within the Option Area without the consent of the Grantee.</p>
15.	Pre-Entry & Survey Works	<p>During the Option Period the Grantee shall be entitled to enter onto the Grantor's Land with or without its appointed contractors or agents upon giving not less than 7 days' prior notice to the Grantor for the purposes of undertaking reasonable site investigations or surveys and carrying out a photographic schedule of condition, subject (in the case of surveys) to the requisite compensation payments being made in line with the National Grid Land Rights Strategy and Payment Schedule for Assets. A schedule of condition will be undertaken prior to any enabling or construction works. The Grantee shall be entitled to enter onto the Grantor's Land in order to undertake enabling works including but not limited to removal of any affected hedgerows and carry out any environmental mitigation works required.</p>
16.	Ancillary Rights for Utilities	<p>The Grantor agrees to grant the Grantee and any other relevant third party a Deed of Grant of easement or wayleave across the Grantor's Land to facilitate the installation, diversion or crossing of utility services including water pipes, sewerage systems, surface water drainage systems, gas pipelines, electricity cables, communication cables and any other conducting media as required for the Project. The Grantor shall be entitled to receive any payments made by the relevant utility provider for the grant of the relevant right.</p>
17.	Planning	<p>The Grantor will not make any objection in respect of any planning application or Development Consent Order application which is submitted</p>

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		by the Grantee so far as each relates to the Grantor's Land and will use all reasonable endeavours to assist the Grantee, where required, in obtaining any relevant permission or order.
18.	Grantor's Agents Fees	<p>On exchange of the Option Agreement the Grantee shall pay to the Grantor the Grantor's agent's reasonable and proper costs actually incurred in relation to the negotiation of these Heads of Terms and the Option Agreement in accordance with the National Grid Payment of Surveyors' Fees document. The Agent's fees will be payable based on an hourly rate agreed with National Grid in advance, subject to an initial cap of £2,500.</p> <p>The Agent's fees will be reimbursed up to £1,000 plus irrecoverable VAT invoiced on or after signing of the Heads of Terms, with the remainder payable on exchange of the Option Agreement.</p>
19.	Grantor's Solicitors Fees	<p>On exchange of the Option Agreement, the Grantee will contribute to the Grantor's solicitor's proper and reasonable legal fees up to the maximum sum of £2,750 plus irrecoverable VAT for time associated with negotiating and exchanging the Option Agreement [and agreed form of Deed of Grant]. The Grantee's solicitor will agree and provide an appropriate fee undertaking to the Grantor's solicitor following the agreement and signing of these Heads of Terms by the Grantor and/or their agent (as appropriate).</p>
20.	Alienation	<p>The Grantee may assign or transfer or novate any of the rights and/or obligations under, and/or the benefit of, the Option Agreement [and/or Deed of Grant], whether in whole or in part, without any prior consent of the Grantor to any licenced electricity transmission operator and with the prior written consent of the Grantor (not to be unreasonably withheld or delayed) to any other person.</p>
21.	Insurance & Indemnity	<p>The Grantee shall indemnify the Grantor against all actions which may be brought and all third-party claims and demands which may be made against the Grantor by reason of negligence or breach of its obligations in the Option Agreement [and/or Deed of Grant].</p> <p>The Grantee shall keep and maintain public liability insurance of a minimum amount of £10,000,000 for each and every claim.</p>
22.	Dispute Resolution	<p>If any question, difference, or dispute arises under the terms of the Option Agreement it shall be referred to the determination of an expert experienced in such matters to be agreed between the parties (in the absence of agreement on the expert they will be appointed by the president of the RICS or the CAAV).</p>
23.	Grantor's Obligations re title and VAT	<p>The Grantor shall deduce title to the Option Area and the Grantor's Land.</p> <p>The Grantor shall at the Grantee's reasonable cost produce evidence of the VAT status of the Option Area and the Grantor's Land (including where relevant to opted land, the decision to tax, the notification to and the acknowledgement from HMRC in relation to any option to waive the exemption to VAT).</p>

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I. PURCHASE [OPTIONAL PAGE]

1.	Option to Purchase	<p>The Grantee will be granted an option to purchase the land shown shaded XXX on the Option Agreement Plan being the "Purchase Option Area".</p> <p>The Grantee may exercise the option to acquire the whole or part of the Purchase Option Area (the "Purchase Option") at any time during the Option Period by serving a Construction Notice on the Grantor.</p> <p>Completion of the transfer of the whole or part of the Purchase Option Area will take place 20 working days after the exercise of the Purchase Option.</p> <p>The Construction Notice will include a plan showing the extent of the land to be acquired and the purchase price.</p> <p>[The Grantee may serve multiple Construction Notices in respect of the Purchase Option Area so that the Purchase Option may be exercised in phases.]</p> <p>The purchase price will be at the rate of £[●] per acre, subject to CPI review from the date of completion of the Option Agreement to the CPI figure which is published in the month prior to completion and the balance of the purchase price shall be paid in full on completion of the transfer to the Grantee.</p>
2.	Option Fee	<p>10% of the consideration payable on completion of the Option Agreement as detailed in the Payments Schedule.</p> <p>This payment is non-refundable but is deductible upon exercise of the Option.</p>
3.	Grantor's Retained Rights	<p>The transfer from the Grantor to the Grantee shall reserve to the Grantor the following rights:</p> <ul style="list-style-type: none"> (a) right of support; (b) right to develop notwithstanding diminution of light and air to the land transferred; and (c) other rights (if any) as are detailed in the Schedule attached to these heads of terms.
4.	Rights to be Granted to the Grantee	<p>The transfer from the Grantor to the Grantee shall grant to the Grantee the following rights in favour of the land acquired over the Grantor's retained land which will be identified on the Option Agreement plan:</p> <ul style="list-style-type: none"> (a) right of support; (b) right to install conduits; (c) right to access retained land for purposes of carrying out repairs and maintenance to the land transferred; (d) rights of access as shown on the Plan over the retained land for purposes of access and egress to and from the land transferred; and (e) rights to services.

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PAYMENTS SCHEDULE

Acreage	Rate per acre	Payment £
[XX] acres	£[●] per acre	£[●]

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II. UNDERGROUND CABLE [OPTIONAL PAGE]

1.	Option Agreement/Deed of Grant	<p>The Grantor and The Grantee will enter into an Option Agreement to acquire a permanent Deed of Grant relating to underground cable(s) and ancillary apparatus.</p> <p>The Option Agreement will provide that the Grantee can call for a Deed of Grant within the Cable Option Area.</p> <p>The Option Agreement will contain rights to lay, install and construct the underground cable(s) within the Cable Option Area and ancillary apparatus anywhere within the Cable Option Area and rights over the Grantor's Land set out in the Option Agreement. During and after construction of the cable(s), the Grantee shall have the benefit of the rights referenced in the Deed of Grant and the Grantor obligations contained in the Deed of Grant.</p> <p>The Option Agreement will contain an irrevocable power of attorney clause appointing the Grantee as attorney to execute the Deed of Grant. This is to ensure that the Deed of Grant is entered into once the installation of the cable(s) is completed and will only be exercised in the event that the Grantor defaults.</p> <p>Completion of the Deed of Grant will take place once the cable(s) and the ancillary apparatus has been installed and the as-built plans showing the route of the cable(s) are available ("Final Easement Area").</p>
2.	Cable Option Area	Shown [outlined XXX] on the Plan
3.	Rights in the Deed of Easement	The Deed of Easement will contain rights to use, maintain, replace underground (buried) cables and associated apparatus and will include rights of access and drainage over the Grantor's Land, and restrictions over the land within the Easement to protect the cables.
4.	Temporary Rights for cable Installation / Construction Works	<p>The Grantee requires entry onto the Cable Option Area for the purposes of construction and associated works and to carry out all works required by the Grantee to construct, lay, and render operational the Cable equipment including without limitation ancillary works of excavation, creation of temporary access roads, resurfacing, protecting, testing and drainage works including any de-watering works.</p> <p>Entry onto the Cable Option Area shall be after 14 days' written notice (the Construction Notice") and after the Entry Payment has been made.</p>
5.	Reinstatement	Following completion of the installation of the cables and all associated apparatus, the Grantee will reinstate the Cable Option Area to the Grantor's reasonable satisfaction and to the reasonable satisfaction of the occupier, if applicable and provided that this is not contrary to the Grantor's reasonable satisfaction, having carried out a photographic pre-entry schedule of condition. A copy of the pre-entry schedule of condition will be provided to the Grantor (and the Grantor's Agent) before commencement of construction.
6.	Land Drainage	The Grantor is (where possible) to make available plans of any existing drainage schemes to the Grantee in advance of construction works. [The Grantee shall employ suitably qualified consultants to carry out a pre and

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		post construction drainage assessment and will implement the requisite recommendations as soon as practicably possible, to ensure where reasonable and appropriate the land drainage systems on the Grantor's Land are left in no worse condition than before the date of the pre-construction drainage assessment, or if to the extent that such damage cannot be made good and where not practical to do so, the Grantor will be compensated.] The Grantee and the Grantor (acting reasonably and without delay) shall agree the methods and timings to be employed in repairing damage to field drainage systems and/or carrying out any additional drainage work determined to be necessary. In the event that the Grantor and the Grantee fail to reach agreement, the decision will be referred to an expert acceptable to both parties.
7.	Construction Best Practice for Underground Cable Installation	All Project works will be carried out in adherence to National Grid's Construction Best Practice for Underground Cable Installation document.
8.	Anticipated Easement Area	Anticipated Easement Area shown in the Payment Schedule located within the Cable Option Area [and shown on the Plan]. Normally expected to be 60 metres or where required wider at each point, on either side where the cables cross a third-party cable, road, railway, river, watercourse, pipe, ditch or other physical obstacle along the section of the cables up to XX metres.
9.	Final Easement Area	The area of the as laid position of the easement, to be determined once the cables have been installed, and shown on a plan to be attached to the final Deed of Grant.
10.	Easement Term	In perpetuity.
11.	Cables	An electricity supply for the transmission of electricity either buried or in one or more ducts or trenching comprising two or more cables and fibre optic cables, lines and associated apparatus to include joints, joint bays, link pillars, marking bands, protective tiles, warning tape, sheaths, tubes or similar and cable markers as have been laid or are to be laid and includes any apparatus and works associated therewith and all signal and other cables and all wrapping and any other equipment constructed on or about or adjacent to the cables and any manhole covers and any ancillary apparatus and works.
12.	Cable Depth	The cables will generally be laid so as to avoid continued interference with normal agricultural operations as far as reasonably practicable. The cables shall be laid to contour with a depth of cover not less than [0.9] metres from the original surface to the top of the protective tile above the cables, except where necessary for good engineering reasons and with the agreement of The Grantor and/or occupier if relevant, such agreement not to be unreasonably withheld or delayed.
13.	Consideration	The consideration for the rights granted in the Option Agreement and Deed of Grant will be calculated on the basis of [80% of agreed agricultural land

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		<p>value] [50% of agreed value for non – agricultural land] the Final Easement Area ("Agreed Value") and will be paid in the following tranches:</p> <p>(f) 25% of the Agreed Value on exchange of the Option Agreement ("the Option Payment");</p> <p>(g) 50% of the Agreed Value on service of the Construction Notice ("the Construction Notice Entry Payment");</p> <p>(h) 25% of the Agreed Value on completion of the Deed of Grant ("the Balancing Payment").</p> <p>The consideration initially agreed will be based on the Anticipated Easement Area. If the Final Easement Area increases from the Anticipated Easement Area once the Option Agreement is entered into, the Option Agreement provides for an adjustment to the Balancing Payment to increase the overall consideration.</p> <p>The Consideration is detailed in the Payment Schedule together with the payment for any link pillar enclosure.</p>
14.	Completion	<p>The actual completion of the Deed of Grant pursuant to the terms of the Option Agreement shall be 20 working days after the date of service of the Completion Notice.</p>
15.	Incentive Payment	<p>Incentive Payments for Permanent Rights</p> <p>An incentive payment of 20% of the consideration payable to the Grantor under the Option Agreement for the underground cables is payable in the following circumstances:</p> <p>These heads of terms are returned to the Grantee agreed and signed by the Grantor within an 8 week period of issue by the Grantee to the Grantor; and</p> <p>The Option Agreement is exchanged within 12 weeks of the date that the draft Option Agreement is sent to the Grantor's Solicitor to the email address of the individual named in these heads of terms by the Grantee's Solicitor.</p>

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PAYMENT SCHEDULE

Easement Calculation	Total
Total Easement Consideration Length of Cable: [●] metres Easement Area: [●] acres Land Value: [●] per acre Total Payment based on [80%] / [50%] of land value: £[●] Incentive Payment based on 20% of the Total Payment: £[●] TOTAL PAYMENT	 £[●]
Initial Payment 25% payable on exchange of Option Agreement to Grant an Easement	£[●]
Entry Payment 50% payable on taking entry onto land for construction under Option Agreement to Grant an Easement	£[●]
Easement Completion Payment 25% payable on completion of Easement following construction together with any other payment already agreed ("the Balancing Payment").	£[●]
Other apparatus	
Above ground apparatus (link pillar enclosure or similar)	£500 per enclosure

All payments are subject to CPI increase from the date of completion of the Option Agreement for Easement until payment (using the CPI data available at the date of payment).

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III. OVERHEAD LINE [OPTIONAL PAGE]

1.	Option Agreement/Deed of Grant	<p>The Grantor and The Grantee will enter into an Option Agreement to acquire a permanent Deed of Grant relating to electric lines and where relevant towers and ancillary apparatus ("OHL").</p> <p>The Option Agreement will provide that the Grantee can call for a Deed of Grant within the OHL Option Area.</p> <p>The Option Agreement will contain rights to install and construct the OHL anywhere within the OHL Option Area and rights over the Grantor's Land referred to in the Option Agreement. During and after construction of the OHL, the Grantee shall have the benefit of the rights referenced in the Deed of Grant and the Grantor obligations contained in the Deed of Grant.</p> <p>The Option Agreement will contain an irrevocable power of attorney clause appointing the Grantee as attorney to execute the Deed of Grant. This is to ensure that the Deed of Grant is entered into once the installation of the OHL is completed and will only be exercised in the event that the Grantor defaults.</p> <p>Completion of the Deed of Grant will take place once the OHL has been installed and the as-built plans showing the route of the OHL are available.</p>
2.	OHL Option Area	Shown [shaded XXX] on the Plan
3.	Rights in the Deed of Easement	The Deed of Easement will contain rights to use, maintain, replace the OHL and will include rights of access and drainage over the Grantor's Land, and restrictions over the land within the Easement to protect the cables.
4.	Temporary Rights for cable Installation / Construction Works	<p>The Grantee requires entry onto the OHL Option Area for the purposes of construction and associated works and to carry out all works required by the Grantee to construct and render operational the OHL including without limitation ancillary works of excavation, creation of temporary access roads, resurfacing, protecting, testing and drainage works including any de-watering works.</p> <p>Entry onto the OHL Option Area shall be after 14 days' written notice (the "Construction Notice") and after the Entry Payment has been made.</p>
5.	Reinstatement	Following completion of the installation of the OHL, the Grantee will reinstate the OHL Option Area to the Grantor's reasonable satisfaction and to the reasonable satisfaction of the occupier, if applicable and provided that this is not contrary to the Grantor's reasonable satisfaction, having carried out a photographic pre-entry schedule of condition. A copy of the pre-entry schedule of condition will be provided to the Grantor (and the Grantor's Agent).
6.	Land Drainage	The Grantor is (where possible) to make available plans of any existing drainage schemes to the Grantee in advance of construction works. The Grantee shall ensure where reasonable and appropriate the land drainage systems on the Grantor's Land are left in no worse condition than before the date of entry for construction and associated works, or if to the extent that such damage cannot be made good and where not practical to do so, the Grantor will be compensated.

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7.	Construction Best Practice for OHL	All Project works will be carried out in adherence to National Grid's Construction Best Practice for Overhead Line Installation.
8.	Anticipated OHL	Anticipated OHL is shown in the Payment Schedule, located within the OHL Option Area [and shown on the Plan].
9.	Final OHL	To be determined once the OHL has been installed and shown on a plan to be attached to the final Deed of Grant.
10.	Easement Term	In perpetuity.
11.	OHL	The overhead lines (shown in the indicative positions approximately indicated by [a] solid [XXX] line[s] on the Plan and subject to their maximum swing shown approximately with a dashed XXX line) for transmitting electricity for the purposes of its or their operations together with an earth wire[s] fibre optic cables (in connection with the use of the Grantee's Undertaking only) [and the Towers (if any) for supporting the same] together with such ancillary equipment and apparatus as may be required by the Grantee
12.	Consideration	<p>The consideration for the rights granted in the Option Agreement and Deed of Grant will be calculated and payable in accordance with the Grantee's Land Rights Strategy and detailed in the Payments Schedule and will be paid in the following tranches:</p> <ul style="list-style-type: none"> (a) 25% of the Agreed Value on exchange of the Option Agreement ("the Option Payment"); (b) 50% of the Agreed Value on service of the Construction Notice ("the Construction Notice Entry Payment"); (c) 25% of the Agreed Value on completion of the Deed of Grant ("the Balancing Payment"). <p>The consideration initially agreed will be based on the Anticipated OHL. If the Final OHL increases from the Anticipated OHL once the Option Agreement is entered into, the Option Agreement provides for an adjustment to the Balancing Payment to increase the overall consideration.</p>
13.	Completion	The actual completion of the Deed of Grant pursuant to the terms of the Option Agreement shall be 20 working days after the date of service of the Completion Notice.
14.	Incentive Payment	<p>Incentive Payments for Permanent Rights</p> <p>An Incentive Payment of 20% of the consideration payable to the Grantor for the electric lines and where relevant towers and ancillary apparatus under the Option Agreement is payable in the following circumstances:</p> <p>These heads of terms are returned to the Grantee agreed and signed by the Grantor within an 8 week period of issue by the Grantee to the Grantor; and</p> <p>The Option Agreement is exchanged within 12 weeks of the date that the draft Option Agreement is sent to the Grantor's Solicitor to the e mail address of the individual named in these heads of terms by the Grantee's Solicitor.</p>

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PAYMENT SCHEDULE

Asset/Land/Rights	Number/Length/Area	Rate	Total
New Tower - Arable Land	X	£8,000	£[●]
New Tower – Permanent Grass Land	X	£6,000	£[●]
Note that the following oversail payments only apply where no tower rights are required			
New Oversail: 100m+	X	£1,000	£[●]
New Oversail: 50-99m	X	£750	£[●]
New Oversail: 0-49m	X	£500	£[●]
Incentive Payment based on 20% of total of above payment(s)			
Total			£[●]
Initial Payment 25% payable on exchange of Option Agreement to Grant an Easement			£[●]
Entry Payment 50% payable on taking entry onto land for construction under Option Agreement to Grant an Easement			£[●]
Easement Completion Payment 25% payable on completion of Easement following construction together with any other payment already agreed ("the Balancing Payment").			£[●]

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IV. [TEMPORARY COMPOUND] [WORKS] LEASE [OPTIONAL PAGE]

1.	Option for Temporary Works Compound(s)	<p>The Grantor agrees to grant to the Grantee an option and subsequent lease affecting that part of the Grantor's Land shown on the Option Agreement Plan (the "[Temporary Compound][Works] Lease Option Area") for the purposes of a [Temporary Compound] [Works Area].</p> <p>The Grantee may exercise the option at any time during the Option Period by serving a Construction Notice on the Grantor.</p> <p>Completion of the lease of the whole or part of the [Temporary Compound][Works] Lease Option Area will take place 20 working days after the exercise of the Option. The Grantee shall then be entitled to take occupation of the [Temporary Compound][Works] Lease Option Area to carry out all works associated with a [Temporary Compound][Works Area], including temporary storage of plant or equipment and machinery, offices, portacabins, welfare facilities including toilets, electricity generators and vehicular parking and (where necessary) any other use in connection with the Scheme (but excluding residential use), use for a temporary means of access with or without vehicles, plant, machinery and equipment in connection with the Scheme and any use in connection with the works.</p> <p>The Construction Notice will include a plan showing the extent of the land to be leased and details of the annual rental to be paid based on the area to be leased.</p> <p>The rent payable under the Lease will be £X per square metre/annum, payable from the date of completion of the Lease.</p> <p>The term of the Lease will be for [X years/months] [with the ability for the Grantee to extend for a period of up to [X years/months]].</p> <p>The Lease will be excluded from the security of tenure provisions of the Landlord and Tenant Act 1954.</p> <p>The Grantee shall have the right to terminate the Lease at any time upon the service of not less than 3 months' notice on the Grantor.</p>
2.	Topsoil	<p>The Tenant may remove topsoil and lay a suitable ground stabilisation, compound surface or similar on the demised land.</p> <p>Any soil removed will be stored and maintained for re-use in connection with restoration.</p>
3.	Buildings	The Grantee shall not construct any permanent buildings.
4.	Reinstatement	The Lease will provide for the Grantee to restore the area leased to the reasonable satisfaction of the Grantor and having carried out a photographic pre-entry schedule of condition. A copy of the pre-entry schedule of condition will be provided to the Grantor (and the Grantor's Agent) before commencement of construction. In the alternative the Grantee will pay compensation.
5.	Rent	Payable annually in advance from the date of completion of the lease.

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PAYMENT SCHEDULE

Area (square metres)	Rate per square metre	Payment £
XX	£X per m2 /annum	£XX

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V. [PERMANENT] [TEMPORARY] [ACCESS] [DRAINAGE] EASEMENT [OPTIONAL PAGE]

1.	Option Agreement/Deed of Grant	<p>The Grantor and The Grantee will enter into an Option Agreement to acquire a [permanent] [temporary] Deed of Grant relating to [drainage systems] [access ways] and ancillary apparatus.</p> <p>The Option Agreement will provide that the Grantee can call for a Deed of Grant within the [Access] [Drainage] Option Area.</p> <p>The Option Agreement will contain rights to lay, install and construct the [drainage systems] [access ways] and ancillary apparatus anywhere within the [Access] [Drainage] Option Area and rights over the Grantor's Land set out in these heads of terms. During and after construction of [drainage systems] [access ways], the Grantee shall have the benefit of the rights referenced in the Deed of Grant and the Grantor obligations contained in the Deed of Grant.</p> <p>The Option Agreement will contain an irrevocable power of attorney clause appointing the Grantee as attorney to execute the Deed of Grant. This is to ensure that the Deed of Grant is entered into once the installation of the cable(s) is completed and will only be exercised in the event that the Grantor defaults.</p> <p>Where the Deed of Grant is in perpetuity completion of the Deed of Grant will take place once the [drainage systems] [access ways] and the ancillary apparatus has been installed and the as-built plans showing the route of the [drainage systems] [access ways] are available ("Final Easement Area").</p>
2.	[Access] [Drainage] Option Area	Shown [shaded XXX] on the Plan.
3.	Rights in the Deed of Easement	The Deed of Easement will contain rights to use, maintain, replace the [drainage systems] [access ways] and associated apparatus and will include rights of access and drainage over the Grantor's Land, and restrictions over the land within the Easement to protect the [drainage systems] [access ways].
4.	Temporary Rights for [drainage systems] [access ways] Installation / Construction Works	<p>The Grantee requires entry onto the [Access] [Drainage] Option Area for the purposes of construction and associated works and to carry out all works required by the Grantee to construct, lay, and render operational the [drainage systems] [access ways] including without limitation ancillary works of excavation, creation of temporary access roads, resurfacing, protecting, testing and drainage works including any de-watering works.</p> <p>Entry onto the [Access] [Drainage] Option Area shall be after 14 days written notice (the "Construction Notice") and after the Entry Payment has been made.</p>
5.	Reinstatement	Following completion of the installation of the [drainage systems] [access ways] and all associated apparatus, the Grantee will reinstate the [Access] [Drainage] Option Area to the Grantor's reasonable satisfaction and to the reasonable satisfaction of the occupier, if applicable and provided that this is not contrary to the Grantor's reasonable satisfaction, having carried out a photographic pre-entry schedule of condition. A copy of the pre-entry

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		schedule of condition will be provided to the Grantor (and the Grantor's Agent) before commencement of construction.
6.	Land Drainage	The Grantor is (where possible) to make available plans of any existing drainage schemes to the Grantee in advance of construction works. The Grantee shall ensure where reasonable and appropriate the land drainage systems on the Grantor's Land are left in no worse condition than before the date of entry for construction and associated works, or if to the extent that such damage cannot be made good and where not practical to do so, the Grantor will be compensated.
7.	Anticipated Easement Area	Anticipated Easement Area shown in the Payment Schedule located within the [Access][Drainage] Option Area [and shown on the Plan].
8.	Final Easement Area	The area of the as laid position of the easement, to be determined once the [drainage works] [access ways] have been installed and shown on a plan to be attached to the final Deed of Grant.
9.	Easement Term	[In perpetuity]. [[●] Years]
10.	Consideration	<p>The consideration is detailed in the Payments Schedule and will be paid in the following tranches:</p> <p>(a) [25% of the Agreed Value on exchange of the Option Agreement ("the Option Payment")];</p> <p>(b) 50% of the Agreed Value on service of the Construction Notice ("the Construction Notice Entry Payment");</p> <p>(c) 25% of the Agreed Value on completion of the Deed of Grant ("the Balancing Payment").]</p> <p>OR</p> <p>[(a) 25% of the Agreed Value on exchange of the Option Agreement ("the Option Payment")];</p> <p>(b) 75% of the Agreed Value on service of the Construction Notice ("the Construction Notice Entry Payment").]</p> <p>The consideration initially agreed will be based on the Anticipated Easement Area. If the Final Easement Area increases from the Anticipated Easement Area once the Option Agreement is entered into, the Option Agreement provides for an adjustment to the Balancing Payment to increase the overall consideration.</p>
11.	Completion	[Where the Deed of Grant is in perpetuity the actual completion of the Deed of Grant pursuant to the terms of the Option Agreement and shall be 20 working days after the date of service of the Completion Notice.] [Where the Deed of Grant is for a period of years actual completion of the Deed of Grant shall take place 14 days after service of the Construction Notice].

THESE ARE TEMPLATE HEADS OF TERMS FOR THE NORWICH TO TILBURY PROJECT. FORMAL POPULATED HEADS OF TERMS WILL BE ISSUED IN DUE COURSE

Reference: [●]

Date of issue: [●]

PAYMENT SCHEDULE

Easement Calculation	Total
Total Easement Consideration [£1,000 per tower accessed]. [drainage easement] XXXXXX TOTAL PAYMENT	£[●]
Initial Payment 25% payable on exchange of Option Agreement to Grant an Easement	£[●]
Entry Payment 50% payable on taking entry onto land for construction under Option Agreement to Grant an Easement	£[●]
Easement Completion Payment [25%] [75%] payable on completion of Easement following [construction] [service of Construction Notice] together with any other payment already agreed ("the Balancing Payment").	£[●]

All payments are subject to CPI increase from the date of completion of the Option Agreement for Easement until payment (using the CPI data available at the date of payment).

THESE ARE TEMPLATE HEADS OF TERMS FOR THE NORWICH TO TILBURY PROJECT. FORMAL POPULATED HEADS OF TERMS WILL BE ISSUED IN DUE COURSE

Reference: [●]

Date of issue: [●]

Landowner Name
Landowner Address

Fisher German LLP
The Atrium Risby Business Park
Risby
Bury St Edmunds
Suffolk
IP28 6RD

t. 0808 1753314
e. norwich-tilbury@fishergerman.co.uk

Our Reference: Party ID

Dear Landowner

National Grid – Norwich to Tilbury Project

Heads of Terms: Without Prejudice and Subject to Contract

As you are aware National Grid Electricity Transmission (NGET) have been consulting on their proposals for the Norwich to Tilbury Project over a number of years now, including three rounds of project-wide consultation and then further localised engagement. NGET are currently preparing to submit an application for a Development Consent Order (DCO) this Summer. That application will include powers of compulsory acquisition and statutory temporary use.

It is NGET's intention and preference to negotiate and secure voluntary agreements for the land rights required to construct and operate the Norwich to Tilbury Project. The first stage to progress voluntary agreements is sharing the Norwich to Tilbury project template Heads of Terms (HOTs) which include reference to the various land and/or rights NGET will be seeking to acquire. This includes land for substations, and rights for underground cables, overhead lines, construction compounds and both temporary and permanent rights required for access, construction, drainage, maintenance, mitigation and dismantling of redundant infrastructure. Please find enclosed the Norwich to Tilbury project template Heads of Terms for your reference and review.

Over the coming weeks, you will then receive formal populated Heads of Terms, which will be specific to your land holding and will set out the specific rights being sought from you. The populated Heads of Terms document will include the detail of how your land is proposed to be affected, via an accompanying plan showing the areas of land over which various land and/or rights are being sought, and the associated commercial proposals from NGET in line with their Land Rights Strategy.

Included within these HoTs are a number of references to NGET policies. These are also enclosed with this letter for your reference:

1. National Grid - Land Rights Strategy and Payment Schedule for Assets (V1)

All affected landowners are offered Option Agreements to enable National Grid to acquire land, permanent rights over land or to obtain temporary land rights over your land in line with the proposals that will form part of NGET's application for DCO consent.

National Grid seeks temporary rights for construction activities, and permanent land and/or rights (easements) for the "as-built" assets (including all maintenance rights, access, drainage and landscaping/environmental mitigation that may be required for the project).

In parallel with seeking voluntary agreements, and as is standard through the DCO process, National Grid will apply for powers to compulsorily acquire land or rights as a fall back, should Option Agreements not be secured voluntarily or should there be any issue with implementation of voluntary agreements (e.g. due to events such as insolvency, death/intestacy, loss of capacity etc). National Grid's preference will always be to secure land rights on a voluntary basis, but due to its statutory duties it includes these powers, should they be needed.

2. National Grid - Construction best practice for underground cable installation (V1) and Construction best practice for overhead line installation (V1)

These two documents set out National Grid's approach to good practice on work carried out to install, maintain and operate equipment on, over, in or under land and what you as landowner or occupier can expect.

Once Heads of Terms are agreed, NGET's legal advisors will produce an Option Agreement for review by your appointed solicitor. While the Heads of Terms are not legally binding, they set out the key principles that will form part of the Option Agreement and other documents which will become legally binding.

3. National Grid – Payment of Surveyors' Fees (V6)

This document sets out the basis for the assessment of surveyors' fees which would be reimbursed by National Grid, where the surveyors are retained by the landowners/occupiers in question.

We would recommend that:

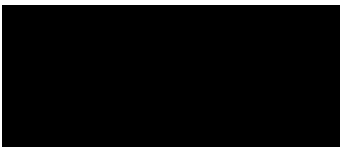
If you have not already done so, we would suggest appointing a Land Agent to act on your behalf, who will be able to assist with the progression of the Heads of Terms. Please let us know who has been appointed to act on your behalf and we will issue them a copy of this correspondence to discuss in further detail. Should you have already notified us that you have instructed a Land Agent on your behalf, we will have also sent them a copy of this letter and the enclosed documents.

You will receive the populated Heads of Terms shortly and we will be in contact to arrange a meeting to discuss them with you and your appointed agent. If however you wish to discuss anything relevant to this letter or the rights being pursued by NGET in advance of us contacting you or your agent to arrange a meeting, then please call Fisher German on 0808 1753314 or email us at norwich-tilbury@fishergerman.co.uk

Information about the Norwich to Tilbury Project, can be found on the Project website <https://www.nationalgrid.com/electricity-transmission/network-and-infrastructure/infrastructure-projects/norwich-to-tilbury> The 'Document Library' tab on the project website includes all information related to the Norwich to Tilbury Project

We look forward to being in contact with you shortly.

Yours sincerely,



Fisher German LLP on behalf of National Grid

Enc:

- NGET template Heads of Terms
- NGET Land Rights Strategy and Payment Schedule for Assets (V1)
- National Grid - Construction best practice for underground cable installation (V1)
- National Grid - Construction best practice for overhead line installation (V1)
- National Grid – Payment of Surveyors' Fees (V6)

EXHIBIT ON1/7

From:

Sent: 11 November 2025 16:06

To: William Barton <

Cc: H&O Godbold <

Subject: Latest from National Grid, via Fisher German

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon Will and Ollie,

We have now received a further letter from Fisher German, on behalf of National Grid Electricity Transmission (NGET), dated 31st October 2025. The letter states that *"this letter and its enclosures constitutes NGETs formal offer to acquire from you, by way of voluntary agreement, the specific land and / or rights which NGET requires in order to construct and operate the Norwich to Tilbury project"*.

However, at no point does the letter answer the queries that have been raised by us with NG, or acknowledge our request for an in person meeting to discuss issues such as the operation of the farm during the period of pylon / cable implementation and construction.

So, a few queries.

- Given that we have told NG that Landbridge are our land agents for this development, have you received this letter by email? My understanding is that they should be sending you, by email, everything that they send us as hard copy.
- If you do have this letter, of 31/10/25, and its enclosures, by email can you forward them on to Jeremy at Birketts so that he also has this latest letter, and the Heads of Terms.
- If you have NOT received this letter then I can provide you, and Jeremy, with a copy, although the accompanying plans (which are A3 size) will have to be taped together.

We have resisted being obstructive with NG throughout this process, recognising the need for National Infrastructure, but I am, frankly, starting to lose patience.

- In my email of 27th August 2025 I told them that Birketts would be our legal representatives - but this has not been included in the draft HoT.
- I also asked about the 'cap' on the amount of fees they will reimburse. They have not acknowledged this since, or in this letter. I doubt that either Landbridge or Birketts will find a cap of £2500 and £2750, respectively, acceptable?
- I asked for a face to face meeting to discuss the impact of the new pylons, and the undergrounding of existing cables, on the farm as an agricultural operation, in my email of 27th June 2025, and again in my email of 27th August 2025. Again they have ignored

that request.

- The 'payment schedule', attached to the most recent letter, itemises payments for 8 new towers, but makes no reference to any compensation for the undergrounding of cables, or the associated disruption. This is unacceptable, as the undergrounding will probably be even more disruptive to farming activity on the farm.
- We have not agreed to the purchase, by NG, of the land marked with a blue hash mark on the plans. I acknowledge that they may exercise compulsory purchase rights over that land, but will that affect Alcemi? Furthermore, that land is now Thornbush Energy Ltd land.
- The letter makes no reference to our expectations on practical issues, such as access across the farm, impact on public RoW, and soil management. We did raise these issues with the Fisher German representatives when we met them at the farm a while ago. Again, I find it unacceptable to be expected to sign off Heads of Terms when such issues haven't even been discussed, let alone agreed!

I anticipate that there are several other issues that are yet to be realised as this project moves forward.

Can you let me know whether you have received the letter, of the 31/10/25, and whether you have been able to get any responses from NG on the issues that I have raised above.

Many thanks,

Stephen

For H&O Godbold.

EXHIBIT ON1/8

From: Oliver North [REDACTED] >
Sent: 12 November 2025 16:46
To: N-T Surveys <N-Tsurveys@fishergerman.co.uk>
Cc: Secretary <secretary@landbridge.co.uk>
Subject: Godbold - HOTs

Dear Sir/Madam

Godbold – HOTs

I write to you as agent on behalf of the Godbold family at [REDACTED] in respect to the Norwich to Tilbury scheme.

My client has received copies and letters in respect to the scheme but we have not had sight of such. Please can you ensure that all future correspondence is also sent to Landbridge.

I not Heads of Terms have also been issued to my client, please can you send across a version relevant to my clients property.

Further, are you in a position to provide feedback to the consultation response that we submitted earlier in the year. I am conscious that my clients land is hugely affected and I have not heard anything from either Fisher German, or National Grid for months.

With kind regards

[REDACTED]

Oliver North MRICS FAAV

[REDACTED]



Rivers Court, High Street, Sproughton, Ipswich IP8 3AP

[REDACTED]

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EXHIBIT ON1/9

From: Norwich toTilbury <Norwich-Tilbury@fishergerman.co.uk>
Sent: 28 November 2025 17:50
To: Oliver North [REDACTED] k>
Cc: Secretary <secretary@landbridge.co.uk>; Norwich toTilbury <Norwich-Tilbury@fishergerman.co.uk>
Subject: RE: Godbold - HOTs

Good Afternoon Ollie,

Please find attached Heads of Terms that have been delivered to the Godbold's at [REDACTED] to date. I appreciate your patience in receiving these.

Regarding other correspondence, they may have also recently received Section 56 notices which relates to information on registering with the Planning Inspectorate, these were sent out last month.

National Grid have provided feedback via the Consultation Report document submitted as part of the DCO application. This can be found via the following link - <https://nsip-documents.planninginspectorate.gov.uk/published-documents/EN020027-000159-5.1%20Consultation%20Report.pdf>

Kind Regards,
Harry

Norwich to Tilbury

For and on Behalf of Fisher German LLP

0808 1753314

**fisher
german**



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Olive Ann Godbold



Fisher German LLP
The Atrium Risby Business Park
Risby
Bury St Edmunds
Suffolk
IP28 6RD

t. 0808 1753314
e. norwich-tilbury@fishergerman.co.uk

Our Reference: NG/FG/N-T/9646

IMPORTANT – THIS COMMUNICATION AFFECTS YOUR PROPERTY

Dear Olive Ann Godbold

National Grid – Norwich to Tilbury Project

Offer of Terms: Without Prejudice and Subject to Contract

As you are aware, National Grid Electricity Transmission Plc (NGET) has been consulting on its proposals for the Norwich to Tilbury Project over a number of years now, including three rounds of project-wide consultation and then further localised engagement. This has enabled us to confirm the land rights we require to construct and operate the Norwich to Tilbury Project.

NGET is currently preparing to submit an application for a Development Consent Order (DCO) for the Norwich to Tilbury Project.

The Norwich to Tilbury Project is a critical nationally significant infrastructure project intended to support the UK's net zero target through the connection of new low carbon energy generation in East Anglia and by reinforcing the transmission network. As a consequence, and in order to enable construction and operation of the Norwich to Tilbury Project, NGET will seek, as part of its DCO application, powers of compulsory acquisition and temporary possession.

The application for the Norwich to Tilbury Project includes or affects land we believe you own, as shown on the plan(s) enclosed. Please note that in some instances the boundaries marked out on the enclosed plan(s) could deviate slightly from previous consultation plans where we have made minor changes to the preferred proposal.

It remains NGET's intention and preference to negotiate and secure voluntary agreements for the land and rights required to construct and operate the Norwich to Tilbury Project.

In continuation of this process, and further to previous correspondence, **this letter and its enclosures constitutes NGET's formal offer to acquire from you, by way of voluntary agreement, the specific land and/ or rights which NGET requires in order to construct and operate the Norwich to Tilbury Project.**

The enclosed Heads of Terms (HoTs) explain how your land is proposed to be affected, with reference to the accompanying plan(s) showing the areas of land over which various land and/or rights are being sought by NGET in line with its Land Rights Strategy.

We have previously sent you copies of relevant NGET policies which should be read in conjunction with these HoTs. A summary of these policy documents is included as an Appendix to this letter.

With reference to those existing policy documents, and in accordance with NGET's Payment Schedule for New Electricity Transmission Assets, the enclosed HoTs are issued to you on the following basis:

- at completion of the Option Agreement, NGET will reimburse any reasonable, proper and evidenced fees (exclusive of irrecoverable VAT) incurred by you in seeking valuation and legal advice on NGET's offer of terms, provided that all such sums are first agreed between your professional advisers and NGET before any undertakings are given to discharge such fees;
- NGET will prepare and complete the formal documents at its own cost without unreasonable delay;
- NGET will make good or compensate you for any loss or damage, in accordance with the covenants in the Deed of Grant; and
- NGET will make payment for the easement detailed in the Key Terms.

Please note that the Project will apply the Incentive Payment structure referred to in the above Payment Schedule. We will contact you with more details on how this will be implemented and applied in due course.

If you have not already done so, we would recommend appointing a Land Agent to act on your behalf, who will be able to assist with the progression of the HoTs. Please let us know who has been appointed to act on your behalf and we will issue them a copy of this correspondence to discuss in further detail. Should you have already notified us that you have instructed a Land Agent on your behalf, we will also send them a copy of this letter and the enclosed documents.

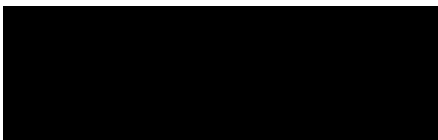
Once you have reviewed the enclosed offer, we would be grateful if you would confirm acceptance of the HoTs by returning a signed copy, and in addition once you have instructed a solicitor, confirm their details with us.

National Grid will then instruct its own solicitor to draft and issue the Option Agreement and the relevant land rights document(s) to your appointed solicitor.

If you wish to discuss anything relevant to this letter or the rights being pursued by NGET, please call Fisher German on 0808 1753314 or email us at norwich-tilbury@fishergerman.co.uk

We look forward to being in contact with you shortly.

Yours sincerely,



Fisher German LLP on behalf of National Grid Electricity Transmission Plc

Enc:

- Heads of Terms
- Plans

Appendix

Summary of Relevant NGET Policy Documentation

1. National Grid - Land Rights Strategy and Payment Schedule for Assets (V1)

All affected landowners are offered Option Agreements to enable NGET to acquire land, permanent rights over land or to obtain temporary land rights over your land in line with the proposals that will form part of NGET's application for DCO consent.

NGET seeks temporary rights for construction activities, and permanent land and/or rights (easements) for the "as-built" assets (including all maintenance rights, access, drainage and landscaping/environmental mitigation that may be required for the Project).

Once HoTs are agreed, NGET's legal advisors will produce an Option Agreement for review by your appointed solicitor. Whilst the HoTs are not legally binding, they set out the key principles that will form part of the Option Agreement and other documents which will become legally binding.

In parallel with seeking voluntary agreements, and as is standard through the DCO process, NGET will apply for powers to temporarily possess and/or compulsorily acquire land or rights as a fall back, should Option Agreements not be secured voluntarily or should there be any issue with implementation of voluntary agreements (e.g. due to events such as insolvency, death/intestacy, loss of capacity etc). NGET's preference will always be to secure land rights on a voluntary basis.

2. National Grid - Construction best practice for underground cable installation (V1) and Construction best practice for overhead line installation (V1)

These two documents set out NGET's approach to good practice on work carried out to install, maintain and operate equipment on, over, in or under land and what you as landowner or occupier can expect.

3. National Grid – Payment of Surveyors' Fees (V6)

This document sets out the basis for the assessment of surveyors' fees which would be reimbursed by NGET, where the surveyors are retained by the landowners/occupiers in question.

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NORWICH TO TILBURY

HEADS OF TERMS

Option Agreement to Grant an Easement for National Grid Electricity Transmission to acquire rights and purchase land.

These Heads of Terms are not intended to create any legally binding obligations and are subject to contract and completion of formally executed legal documentation.

Without Prejudice Confidential and Subject to Contract

1.	The Project	Norwich to Tilbury
2.	Grantor (Landowner)	Olive Ann Godbold of [REDACTED] [REDACTED] Personal Representative to the Estate of Herbert Earchy Godbold of [REDACTED]
3.	Grantee	National Grid Electricity Transmission PLC (company number 02366977), 1-3 Strand, London WC2N 5EH (" National Grid ")
4.	Grantor's Agent	William Barton of Landbridge, Rivers Court, High Street, Sproughton, Ipswich, Suffolk, IP8 3AP. 01473 461203
5.	Grantor's Solicitor	Please confirm your appointed solicitor's name, firm, and contact details
6.	Grantee's Agent	Fisher German LLP, Norwich to Tilbury Lands Team, The Atrium Risby Business Park, Risby, Bury St Edmunds, Suffolk IP28 6RD
7.	Grantee's Solicitor	Bryan Cave Leighton Paisner, Governors House, 5 Laurence Pountney Hill, London EC4R 0BR
8.	Plans	The plans attached to these Heads of Terms reference HoT_BC1_SK316171.
9.	Grantor's Land	The freehold land shaded green on the Plans together with additional rights and interests that the Grantor may have in the subsoil or the adjoining highways, road, drains, ditches, watercourses, riparian rights and tracks forming the land registered at the Land Registry with title number(s) SK316171.
10.	Option Area	The area of land over which the Grantee will have an Option is shown edged red on the attached Plan(s).
11.	Option Period	7 years from the date of exchange of the Option Agreement within which to serve the Construction Notice.

12.	Other Interests	<p>It is for the Grantor to secure consent from tenants, occupiers and mortgagees and unless otherwise agreed by the Grantee on a case by case basis the beneficiaries of any restrictive covenant which would be breached by the carrying out of the Project works.</p> <p>Reasonable costs incurred by the Grantor for gaining the consent of mortgagors or lenders (such as the Agricultural Mortgage Corporation (AMC)) will be reimbursed by the Grantee, subject to the value being agreed between the parties in writing prior to the cost being incurred.</p>
13.	New Interests	<p>In the case of all disposals of land or rights in land, the Grantor is required to execute and deliver to the Grantee or its successors in title a Deed of Covenant in the form approved by the Grantee (such approval not to be unreasonably withheld or delayed).</p>
14.	Restrictions within Option Area	<p>During the Option Period the Grantor, and the occupier if applicable, are not to carry out activities within the Option Area that may prejudice the rights to be acquired by the Grantee, unless they have prior written consent of the Grantee (not to be unreasonably withheld). These activities include but are not limited to, construction of any buildings, development of land for any purpose other than the existing use, land drainage works, tree or hedgerow planting, excavations, installation of roads or access tracks, installation of dykes, ditches or hard boundaries, piling, installation of renewable energy technology, and any other work which would constitute development of the land forming the Option Area. Subject to the above restrictions the Grantor may undertake normal agricultural operations within the Option Area without the consent of the Grantee.</p>
15.	Pre-Entry & Survey Works	<p>During the Option Period the Grantee shall be entitled to enter onto the Grantor's Land with or without its appointed contractors or agents upon giving not less than 7 days' prior notice to the Grantor for the purposes of undertaking reasonable site investigations or surveys and carrying out a photographic schedule of condition, subject (in the case of surveys) to the requisite compensation payments being made in line with the National Grid Land Rights Strategy and Payment Schedule for Assets. A schedule of condition will be undertaken prior to any enabling or construction works. The Grantee shall be entitled to enter onto the Grantor's Land in order to undertake enabling works including but not limited to removal of any affected hedgerows and carry out any environmental mitigation works required.</p>
16.	Ancillary Rights for Utilities	<p>The Grantor agrees to grant the Grantee and any other relevant third party a Deed of Grant of easement or wayleave across the Grantor's Land to facilitate the installation, diversion or crossing of utility services including water pipes, sewerage systems, surface water drainage systems, gas pipelines, electricity cables, communication cables and any other conducting media as required for the Project. The Grantor shall be entitled to receive any payments made by the relevant utility provider for the grant of the relevant right.</p>
17.	Planning	<p>The Grantor will not make any objection in respect of any planning application or Development Consent Order application which is submitted by the Grantee so far as each relates to the Grantor's Land and will use all</p>

		reasonable endeavours to assist the Grantee, where required, in obtaining any relevant permission or order.
18.	Grantor's Agents Fees	<p>On exchange of the Option Agreement the Grantee shall pay to the Grantor the Grantor's agent's reasonable and proper costs actually incurred in relation to the negotiation of these Heads of Terms and the Option Agreement in accordance with the National Grid Payment of Surveyors' Fees document. The Agent's fees will be payable based on an hourly rate agreed with National Grid in advance, subject to an initial cap of £2,500.</p> <p>The Agent's fees will be reimbursed up to £1,000 plus irrecoverable VAT invoiced on or after signing of the Heads of Terms, with the remainder payable on exchange of the Option Agreement.</p>
19.	Grantor's Solicitors Fees	<p>On exchange of the Option Agreement, the Grantee will contribute to the Grantor's solicitor's proper and reasonable legal fees up to the maximum sum of £2,750 plus irrecoverable VAT for time associated with negotiating and exchanging the Option Agreement and agreed form of Deed of Grant. The Grantee's solicitor will agree and provide an appropriate fee undertaking to the Grantor's solicitor following the agreement and signing of these Heads of Terms by the Grantor and/or their agent (as appropriate).</p>
20.	Alienation	<p>The Grantee may assign or transfer or novate any of the rights and/or obligations under, and/or the benefit of, the Option Agreement and/or Deed of Grant, whether in whole or in part, without any prior consent of the Grantor to any licenced electricity transmission operator and with the prior written consent of the Grantor (not to be unreasonably withheld or delayed) to any other person.</p>
21.	Insurance & Indemnity	<p>The Grantee shall indemnify the Grantor against all actions which may be brought and all third-party claims and demands which may be made against the Grantor by reason of negligence or breach of its obligations in the Option Agreement and/or Deed of Grant.</p> <p>The Grantee shall keep and maintain public liability insurance of a minimum amount of £10,000,000 for each and every claim.</p>
22.	Dispute Resolution	<p>If any question, difference, or dispute arises under the terms of the Option Agreement it shall be referred to the determination of an expert experienced in such matters to be agreed between the parties (in the absence of agreement on the expert they will be appointed by the president of the RICS or the CAAV).</p>
23.	Grantor's Obligations re title and VAT	<p>The Grantor shall deduce title to the Option Area and the Grantor's Land.</p> <p>The Grantor shall at the Grantee's reasonable cost produce evidence of the VAT status of the Option Area (including where relevant to opted land, the decision to tax, the notification to and the acknowledgement from HMRC in relation to any option to waive the exemption to VAT).</p>

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I. PURCHASE

1.	Option to Purchase	<p>The Grantee will be granted an option to purchase the land shown hatched blue on the Option Agreement Plan(s) being the "Purchase Option Area".</p> <p>The Grantee may exercise the option to acquire the whole or part of the Purchase Option Area (the "Purchase Option") at any time during the Option Period by serving a Construction Notice on the Grantor.</p> <p>Completion of the transfer of the whole or part of the Purchase Option Area will take place 20 working days after the exercise of the Purchase Option.</p> <p>The Construction Notice will include a plan showing the extent of the land to be acquired and the purchase price.</p> <p>The Grantee may serve multiple Construction Notices in respect of the Purchase Option Area so that the Purchase Option may be exercised in phases.</p> <p>The purchase price will be at the rate of £12,000 per acre, subject to CPI review from the date of completion of the Option Agreement to the CPI figure which is published in the month prior to completion and the balance of the purchase price shall be paid in full on completion of the transfer to the Grantee.</p>
2.	Option Fee	<p>10% of the consideration payable on completion of the Option Agreement as detailed in the Payments Schedule.</p> <p>This payment is non-refundable but is deductible upon exercise of the Option.</p>
3.	Grantor's Retained Rights	<p>The transfer from the Grantor to the Grantee shall reserve to the Grantor the following rights:</p> <ul style="list-style-type: none"> (a) right of support; (b) right to develop notwithstanding diminution of light and air to the land transferred; and (c) other rights (if any) as are detailed in the Schedule attached to these heads of terms.
4.	Rights to be Granted to the Grantee	<p>The transfer from the Grantor to the Grantee shall grant to the Grantee the following rights in favour of the land acquired over the Grantor's retained land which will be identified on the Option Agreement plan(s):</p> <ul style="list-style-type: none"> (a) right of support; (b) right to install conduits; (c) right to access retained land for purposes of carrying out repairs and maintenance to the land transferred; (d) rights of access as shown on the Plan(s) over the retained land for purposes of access and egress to and from the land transferred; and (e) rights to services.

Reference: NG/FG/N-T/9646, 14468

Date of issue: 31st October 2025

PAYMENTS SCHEDULE

Acreage	Rate per acre	Payment £
2.06 acres	£12,000 per acre	£24720
10% Option Fee		£2472

III. OVERHEAD LINE

1.	Option Agreement/Deed of Grant	<p>The Grantor and The Grantee will enter into an Option Agreement to acquire a permanent Deed of Grant relating to electric lines and where relevant towers and ancillary apparatus ("OHL").</p> <p>The Option Agreement will provide that the Grantee can call for a Deed of Grant within the OHL Option Area.</p> <p>The Option Agreement will contain rights to install and construct the OHL anywhere within the OHL Option Area and rights over the Grantor's Land referred to in the Option Agreement. During and after construction of the OHL, the Grantee shall have the benefit of the rights referenced in the Deed of Grant and the Grantor obligations contained in the Deed of Grant.</p> <p>The Option Agreement will contain an irrevocable power of attorney clause appointing the Grantee as attorney to execute the Deed of Grant. This is to ensure that the Deed of Grant is entered into once the installation of the OHL is completed and will only be exercised in the event that the Grantor defaults.</p> <p>Completion of the Deed of Grant will take place once the OHL has been installed and the as-built plans showing the route of the OHL are available.</p>
2.	OHL Option Area	Shown shaded pink on the Option Agreement Plan(s).
3.	Rights in the Deed of Easement	The Deed of Easement will contain rights to use, maintain, replace the OHL and will include rights of access and drainage over the Grantor's Land, and restrictions over the land within the Easement to protect the cables.
4.	Temporary Rights for cable Installation / Construction Works	<p>The Grantee requires entry onto the OHL Option Area for the purposes of construction and associated works and to carry out all works required by the Grantee to construct and render operational the OHL including without limitation ancillary works of excavation, creation of temporary access roads, resurfacing, protecting, testing and drainage works including any de-watering works.</p> <p>Entry onto the OHL Option Area shall be after 14 days' written notice (the "Construction Notice") and after the Entry Payment has been made.</p>
5.	Reinstatement	Following completion of the installation of the OHL, the Grantee will reinstate the OHL Option Area to the Grantor's reasonable satisfaction and to the reasonable satisfaction of the occupier, if applicable and provided that this is not contrary to the Grantor's reasonable satisfaction, having carried out a photographic pre-entry schedule of condition. A copy of the pre-entry schedule of condition will be provided to the Grantor (and the Grantor's Agent).
6.	Land Drainage	The Grantor is (where possible) to make available plans of any existing drainage schemes to the Grantee in advance of construction works. The Grantee shall ensure where reasonable and appropriate the land drainage systems on the Grantor's Land are left in no worse condition than before the date of entry for construction and associated works, or if to the extent that such damage cannot be made good and where not practical to do so, the Grantor will be compensated.

7.	Construction Best Practice for OHL	All Project works will be carried out in adherence to National Grid's Construction Best Practice for Overhead Line Installation.
8.	Anticipated OHL	Anticipated OHL is shown in the Payment Schedule, located within the OHL Option Area and shown on the Option Agreement Plan(s).
9.	Final OHL	To be determined once the OHL has been installed and shown on a plan to be attached to the final Deed of Grant.
10.	Easement Term	In perpetuity.
11.	OHL	The overhead lines (shown in the indicative positions approximately indicated by a solid purple line on the Plan(s) and subject to their maximum swing for transmitting electricity for the purposes of its or their operations together with an earth wire(s) fibre optic cables (in connection with the use of the Grantee's Undertaking only) and the Towers (if any) for supporting the same together with such ancillary equipment and apparatus as may be required by the Grantee
12.	Consideration	<p>The consideration for the rights granted in the Option Agreement and Deed of Grant will be calculated and payable in accordance with the Grantee's Land Rights Strategy and detailed in the Payments Schedule and will be paid in the following tranches:</p> <ul style="list-style-type: none"> (a) 25% of the Agreed Value on exchange of the Option Agreement ("the Option Payment"); (b) 50% of the Agreed Value on service of the Construction Notice ("the Construction Notice Entry Payment"); (c) 25% of the Agreed Value on completion of the Deed of Grant ("the Balancing Payment"). <p>The consideration initially agreed will be based on the Anticipated OHL. If the Final OHL increases from the Anticipated OHL once the Option Agreement is entered into, the Option Agreement provides for an adjustment to the Balancing Payment to increase the overall consideration.</p>
13.	Completion	The actual completion of the Deed of Grant pursuant to the terms of the Option Agreement shall be 20 working days after the date of service of the Completion Notice.
14.	Incentive Payment	<p>Incentive Payments for Permanent Rights</p> <p>An Incentive Payment of 20% of the consideration payable to the Grantor for the electric lines and where relevant towers and ancillary apparatus under the Option Agreement is payable in the following circumstances:</p> <p>These heads of terms are returned to the Grantee agreed and signed by the Grantor within an 8 week period of issue by the Grantee to the Grantor; and</p> <p>The Option Agreement is exchanged within 12 weeks of the date that the draft Option Agreement is sent to the Grantor's Solicitor to the e mail address of the individual named in these heads of terms by the Grantee's Solicitor.</p>

PAYMENT SCHEDULE

Asset/Land/Rights	Number/Length/Area	Rate	Total
New Tower - Arable Land	8	£8,000	£64000
New Tower – Permanent Grass Land	N/A	£6,000	£N/A
Note that the following oversail payments only apply where no tower rights are required			
New Oversail: 100m+	N/A	£1,000	£N/A
New Oversail: 50-99m	N/A	£750	£N/A
New Oversail: 0-49m	N/A	£500	£N/A
Incentive Payment based on 20% of total of above payment(s)			
Total			£64000
Initial Payment 25% payable on exchange of Option Agreement to Grant an Easement			£16000
Entry Payment 50% payable on taking entry onto land for construction under Option Agreement to Grant an Easement			£32000
Easement Completion Payment 25% payable on completion of Easement following construction together with any other payment already agreed ("the Balancing Payment").			£16000

Reference: NG/FG/N-T/9646, 14468

Date of issue: 31st October 2025

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SIGNATURE PAGE

Signed:
Grantor or Authorised Agent for and on behalf of the Grantor

Name of signatory (in BLOCK CAPITALS):

Signed:
Authorised Agent for and on behalf of the Grantee

Name of signatory (in BLOCK CAPITALS):

Dated.....

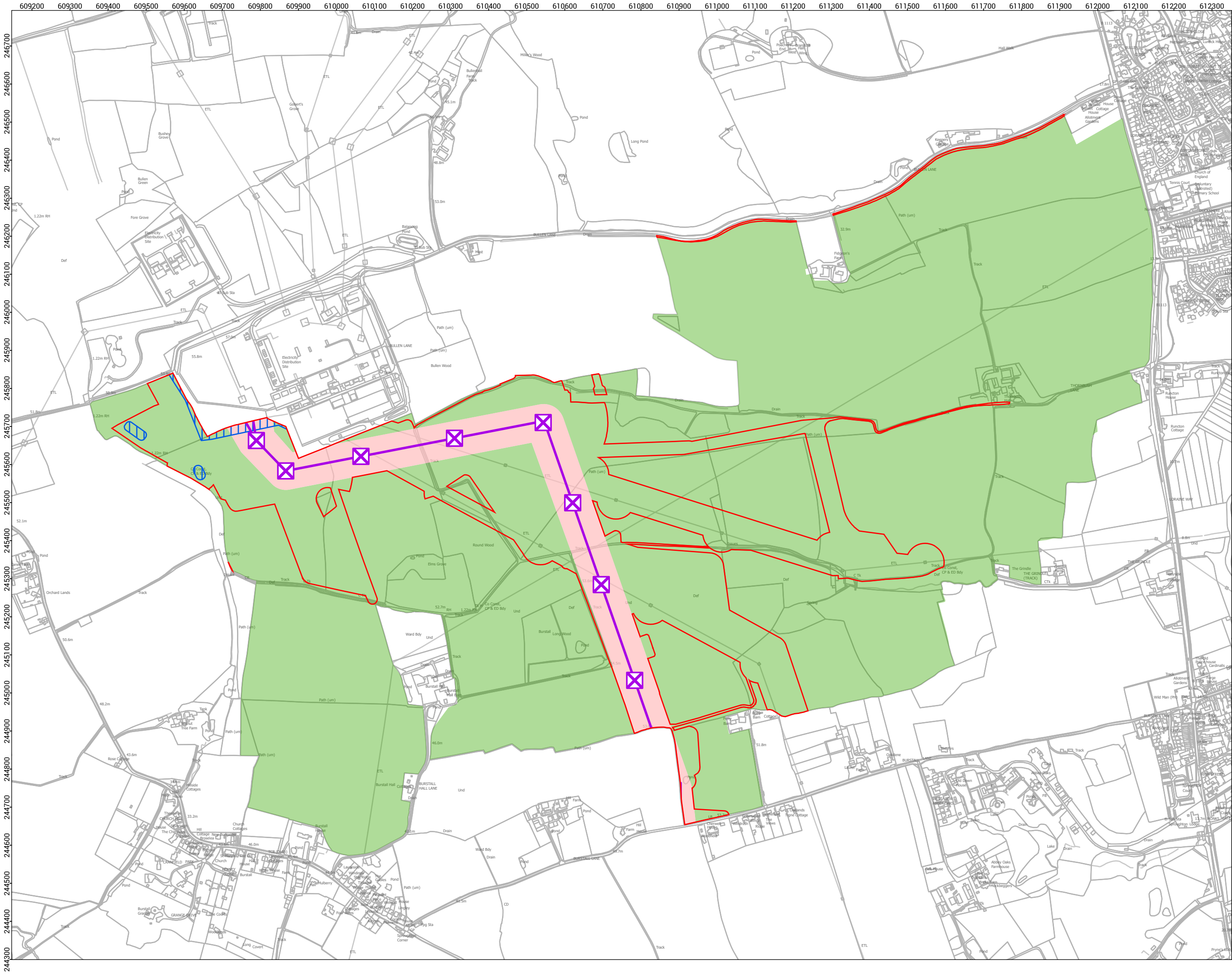
Please return the signed Heads of Terms in electronic format to:

norwich-tilbury@fishergerman.co.uk

Alternatively, please return the signed Heads of Terms in paper form to:

Fisher German LLP, Norwich to Tilbury Lands Team, The Atrium Risby Business Park, Risby,
Bury St Edmunds, Suffolk IP28 6RD

If these Heads of Terms are being signed by the Grantor's agent, the Grantor's agent must return the signed Heads of Terms together with confirmation that the agent has written instructions to act on behalf of the Grantor.



0

35

70

140

210

280

Metres

OVERVIEW WINDOW

LEGEND:

Interests in Land

Grantor's Land

General

Option Area

Permanent Rights Acquisition

Purchase Option Area

OHL Easement Option Area

Proposed Project Design Details

New lattice pylon

New overhead line

Party IDs: 9646, 14468

Title: SK316171

PLAN IS FOR INDICATIVE

PURPOSES ONLY

REVISION: A

CLIENT: **nationalgrid**

SCHEME:

NORWICH TO TILBURY

TITLE:

PERMANENT HOT PLAN

FP: 105141-008

SCALE: 1:9,000 @ A3

DATE: 02/10/2025

Ordnance Survey

Licensed Mapping

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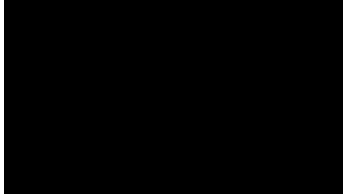
**fisher
german**

DRAWING REF:

NGET-NT-2025-07-GF-HOT-

PERM_HoT_BCI_SK316171

Personal Representative to the Estate of Herbert Earchy Godbold



Fisher German LLP
The Atrium Risby Business Park
Risby
Bury St Edmunds
Suffolk
IP28 6RD

t. 0808 1753314
e. norwich-tilbury@fishergerman.co.uk

Our Reference: NG/FG/N-T/14468

IMPORTANT – THIS COMMUNICATION AFFECTS YOUR PROPERTY

Dear Personal Representative to the Estate of Herbert Earchy Godbold

National Grid – Norwich to Tilbury Project

Offer of Terms: Without Prejudice and Subject to Contract

As you are aware, National Grid Electricity Transmission Plc (NGET) has been consulting on its proposals for the Norwich to Tilbury Project over a number of years now, including three rounds of project-wide consultation and then further localised engagement. This has enabled us to confirm the land rights we require to construct and operate the Norwich to Tilbury Project.

NGET is currently preparing to submit an application for a Development Consent Order (DCO) for the Norwich to Tilbury Project.

The Norwich to Tilbury Project is a critical nationally significant infrastructure project intended to support the UK's net zero target through the connection of new low carbon energy generation in East Anglia and by reinforcing the transmission network. As a consequence, and in order to enable construction and operation of the Norwich to Tilbury Project, NGET will seek, as part of its DCO application, powers of compulsory acquisition and temporary possession.

The application for the Norwich to Tilbury Project includes or affects land we believe you own, as shown on the plan(s) enclosed. Please note that in some instances the boundaries marked out on the enclosed plan(s) could deviate slightly from previous consultation plans where we have made minor changes to the preferred proposal.

It remains NGET's intention and preference to negotiate and secure voluntary agreements for the land and rights required to construct and operate the Norwich to Tilbury Project.

In continuation of this process, and further to previous correspondence, **this letter and its enclosures constitutes NGET's formal offer to acquire from you, by way of voluntary agreement, the specific land and/ or rights which NGET requires in order to construct and operate the Norwich to Tilbury Project.**

The enclosed Heads of Terms (HoTs) explain how your land is proposed to be affected, with reference to the accompanying plan(s) showing the areas of land over which various land and/or rights are being sought by NGET in line with its Land Rights Strategy.

We have previously sent you copies of relevant NGET policies which should be read in conjunction with these HoTs. A summary of these policy documents is included as an Appendix to this letter.

With reference to those existing policy documents, and in accordance with NGET's Payment Schedule for New Electricity Transmission Assets, the enclosed HoTs are issued to you on the following basis:

- at completion of the Option Agreement, NGET will reimburse any reasonable, proper and evidenced fees (exclusive of irrecoverable VAT) incurred by you in seeking valuation and legal advice on NGET's offer of terms, provided that all such sums are first agreed between your professional advisers and NGET before any undertakings are given to discharge such fees;
- NGET will prepare and complete the formal documents at its own cost without unreasonable delay;
- NGET will make good or compensate you for any loss or damage, in accordance with the covenants in the Deed of Grant; and
- NGET will make payment for the easement detailed in the Key Terms.

Please note that the Project will apply the Incentive Payment structure referred to in the above Payment Schedule. We will contact you with more details on how this will be implemented and applied in due course.

If you have not already done so, we would recommend appointing a Land Agent to act on your behalf, who will be able to assist with the progression of the HoTs. Please let us know who has been appointed to act on your behalf and we will issue them a copy of this correspondence to discuss in further detail. Should you have already notified us that you have instructed a Land Agent on your behalf, we will also send them a copy of this letter and the enclosed documents.

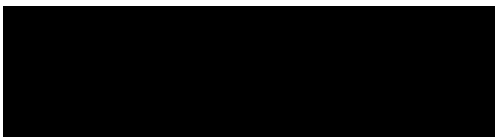
Once you have reviewed the enclosed offer, we would be grateful if you would confirm acceptance of the HoTs by returning a signed copy, and in addition once you have instructed a solicitor, confirm their details with us.

National Grid will then instruct its own solicitor to draft and issue the Option Agreement and the relevant land rights document(s) to your appointed solicitor.

If you wish to discuss anything relevant to this letter or the rights being pursued by NGET, please call Fisher German on 0808 1753314 or email us at norwich-tilbury@fishergerman.co.uk

We look forward to being in contact with you shortly.

Yours sincerely,



Fisher German LLP on behalf of National Grid Electricity Transmission Plc

Enc:

- Heads of Terms
- Plans

Appendix

Summary of Relevant NGET Policy Documentation

1. National Grid - Land Rights Strategy and Payment Schedule for Assets (V1)

All affected landowners are offered Option Agreements to enable NGET to acquire land, permanent rights over land or to obtain temporary land rights over your land in line with the proposals that will form part of NGET's application for DCO consent.

NGET seeks temporary rights for construction activities, and permanent land and/or rights (easements) for the "as-built" assets (including all maintenance rights, access, drainage and landscaping/environmental mitigation that may be required for the Project).

Once HoTs are agreed, NGET's legal advisors will produce an Option Agreement for review by your appointed solicitor. Whilst the HoTs are not legally binding, they set out the key principles that will form part of the Option Agreement and other documents which will become legally binding.

In parallel with seeking voluntary agreements, and as is standard through the DCO process, NGET will apply for powers to temporarily possess and/or compulsorily acquire land or rights as a fall back, should Option Agreements not be secured voluntarily or should there be any issue with implementation of voluntary agreements (e.g. due to events such as insolvency, death/intestacy, loss of capacity etc). NGET's preference will always be to secure land rights on a voluntary basis.

2. National Grid - Construction best practice for underground cable installation (V1) and Construction best practice for overhead line installation (V1)

These two documents set out NGET's approach to good practice on work carried out to install, maintain and operate equipment on, over, in or under land and what you as landowner or occupier can expect.

3. National Grid – Payment of Surveyors' Fees (V6)

This document sets out the basis for the assessment of surveyors' fees which would be reimbursed by NGET, where the surveyors are retained by the landowners/occupiers in question.

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NORWICH TO TILBURY

HEADS OF TERMS

Option Agreement to Grant an Easement for National Grid Electricity Transmission to acquire rights and purchase land.

These Heads of Terms are not intended to create any legally binding obligations and are subject to contract and completion of formally executed legal documentation.

Without Prejudice Confidential and Subject to Contract

1.	The Project	Norwich to Tilbury
2.	Grantor (Landowner)	Olive Ann Godbold of [REDACTED] & Personal Representative to the Estate of Herbert Earchy Godbold of [REDACTED]
3.	Grantee	National Grid Electricity Transmission PLC (company number 02366977), 1-3 Strand, London WC2N 5EH (" National Grid ")
4.	Grantor's Agent	William Barton of Landbridge, Rivers Court, High Street, Sproughton, Ipswich, Suffolk, IP8 3AP. 01473 461203
5.	Grantor's Solicitor	Please confirm your appointed solicitor's name, firm, and contact details
6.	Grantee's Agent	Fisher German LLP, Norwich to Tilbury Lands Team, The Atrium Risby Business Park, Risby, Bury St Edmunds, Suffolk IP28 6RD
7.	Grantee's Solicitor	Bryan Cave Leighton Paisner, Governors House, 5 Laurence Pountney Hill, London EC4R 0BR
8.	Plans	The plans attached to these Heads of Terms reference HoT_BC1_SK316171.
9.	Grantor's Land	The freehold land shaded green on the Plans together with additional rights and interests that the Grantor may have in the subsoil or the adjoining highways, road, drains, ditches, watercourses, riparian rights and tracks forming the land registered at the Land Registry with title number(s) SK316171.
10.	Option Area	The area of land over which the Grantee will have an Option is shown edged red on the attached Plan(s).
11.	Option Period	7 years from the date of exchange of the Option Agreement within which to serve the Construction Notice.

12.	Other Interests	<p>It is for the Grantor to secure consent from tenants, occupiers and mortgagees and unless otherwise agreed by the Grantee on a case by case basis the beneficiaries of any restrictive covenant which would be breached by the carrying out of the Project works.</p> <p>Reasonable costs incurred by the Grantor for gaining the consent of mortgagors or lenders (such as the Agricultural Mortgage Corporation (AMC)) will be reimbursed by the Grantee, subject to the value being agreed between the parties in writing prior to the cost being incurred.</p>
13.	New Interests	<p>In the case of all disposals of land or rights in land, the Grantor is required to execute and deliver to the Grantee or its successors in title a Deed of Covenant in the form approved by the Grantee (such approval not to be unreasonably withheld or delayed).</p>
14.	Restrictions within Option Area	<p>During the Option Period the Grantor, and the occupier if applicable, are not to carry out activities within the Option Area that may prejudice the rights to be acquired by the Grantee, unless they have prior written consent of the Grantee (not to be unreasonably withheld). These activities include but are not limited to, construction of any buildings, development of land for any purpose other than the existing use, land drainage works, tree or hedgerow planting, excavations, installation of roads or access tracks, installation of dykes, ditches or hard boundaries, piling, installation of renewable energy technology, and any other work which would constitute development of the land forming the Option Area. Subject to the above restrictions the Grantor may undertake normal agricultural operations within the Option Area without the consent of the Grantee.</p>
15.	Pre-Entry & Survey Works	<p>During the Option Period the Grantee shall be entitled to enter onto the Grantor's Land with or without its appointed contractors or agents upon giving not less than 7 days' prior notice to the Grantor for the purposes of undertaking reasonable site investigations or surveys and carrying out a photographic schedule of condition, subject (in the case of surveys) to the requisite compensation payments being made in line with the National Grid Land Rights Strategy and Payment Schedule for Assets. A schedule of condition will be undertaken prior to any enabling or construction works. The Grantee shall be entitled to enter onto the Grantor's Land in order to undertake enabling works including but not limited to removal of any affected hedgerows and carry out any environmental mitigation works required.</p>
16.	Ancillary Rights for Utilities	<p>The Grantor agrees to grant the Grantee and any other relevant third party a Deed of Grant of easement or wayleave across the Grantor's Land to facilitate the installation, diversion or crossing of utility services including water pipes, sewerage systems, surface water drainage systems, gas pipelines, electricity cables, communication cables and any other conducting media as required for the Project. The Grantor shall be entitled to receive any payments made by the relevant utility provider for the grant of the relevant right.</p>
17.	Planning	<p>The Grantor will not make any objection in respect of any planning application or Development Consent Order application which is submitted by the Grantee so far as each relates to the Grantor's Land and will use all</p>

		reasonable endeavours to assist the Grantee, where required, in obtaining any relevant permission or order.
18.	Grantor's Agents Fees	<p>On exchange of the Option Agreement the Grantee shall pay to the Grantor the Grantor's agent's reasonable and proper costs actually incurred in relation to the negotiation of these Heads of Terms and the Option Agreement in accordance with the National Grid Payment of Surveyors' Fees document. The Agent's fees will be payable based on an hourly rate agreed with National Grid in advance, subject to an initial cap of £2,500.</p> <p>The Agent's fees will be reimbursed up to £1,000 plus irrecoverable VAT invoiced on or after signing of the Heads of Terms, with the remainder payable on exchange of the Option Agreement.</p>
19.	Grantor's Solicitors Fees	<p>On exchange of the Option Agreement, the Grantee will contribute to the Grantor's solicitor's proper and reasonable legal fees up to the maximum sum of £2,750 plus irrecoverable VAT for time associated with negotiating and exchanging the Option Agreement and agreed form of Deed of Grant. The Grantee's solicitor will agree and provide an appropriate fee undertaking to the Grantor's solicitor following the agreement and signing of these Heads of Terms by the Grantor and/or their agent (as appropriate).</p>
20.	Alienation	<p>The Grantee may assign or transfer or novate any of the rights and/or obligations under, and/or the benefit of, the Option Agreement and/or Deed of Grant, whether in whole or in part, without any prior consent of the Grantor to any licenced electricity transmission operator and with the prior written consent of the Grantor (not to be unreasonably withheld or delayed) to any other person.</p>
21.	Insurance & Indemnity	<p>The Grantee shall indemnify the Grantor against all actions which may be brought and all third-party claims and demands which may be made against the Grantor by reason of negligence or breach of its obligations in the Option Agreement and/or Deed of Grant.</p> <p>The Grantee shall keep and maintain public liability insurance of a minimum amount of £10,000,000 for each and every claim.</p>
22.	Dispute Resolution	<p>If any question, difference, or dispute arises under the terms of the Option Agreement it shall be referred to the determination of an expert experienced in such matters to be agreed between the parties (in the absence of agreement on the expert they will be appointed by the president of the RICS or the CAAV).</p>
23.	Grantor's Obligations re title and VAT	<p>The Grantor shall deduce title to the Option Area and the Grantor's Land.</p> <p>The Grantor shall at the Grantee's reasonable cost produce evidence of the VAT status of the Option Area (including where relevant to opted land, the decision to tax, the notification to and the acknowledgement from HMRC in relation to any option to waive the exemption to VAT).</p>

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I. PURCHASE

1.	Option to Purchase	<p>The Grantee will be granted an option to purchase the land shown hatched blue on the Option Agreement Plan(s) being the "Purchase Option Area".</p> <p>The Grantee may exercise the option to acquire the whole or part of the Purchase Option Area (the "Purchase Option") at any time during the Option Period by serving a Construction Notice on the Grantor.</p> <p>Completion of the transfer of the whole or part of the Purchase Option Area will take place 20 working days after the exercise of the Purchase Option.</p> <p>The Construction Notice will include a plan showing the extent of the land to be acquired and the purchase price.</p> <p>The Grantee may serve multiple Construction Notices in respect of the Purchase Option Area so that the Purchase Option may be exercised in phases.</p> <p>The purchase price will be at the rate of £12,000 per acre, subject to CPI review from the date of completion of the Option Agreement to the CPI figure which is published in the month prior to completion and the balance of the purchase price shall be paid in full on completion of the transfer to the Grantee.</p>
2.	Option Fee	<p>10% of the consideration payable on completion of the Option Agreement as detailed in the Payments Schedule.</p> <p>This payment is non-refundable but is deductible upon exercise of the Option.</p>
3.	Grantor's Retained Rights	<p>The transfer from the Grantor to the Grantee shall reserve to the Grantor the following rights:</p> <ul style="list-style-type: none"> (a) right of support; (b) right to develop notwithstanding diminution of light and air to the land transferred; and (c) other rights (if any) as are detailed in the Schedule attached to these heads of terms.
4.	Rights to be Granted to the Grantee	<p>The transfer from the Grantor to the Grantee shall grant to the Grantee the following rights in favour of the land acquired over the Grantor's retained land which will be identified on the Option Agreement plan(s):</p> <ul style="list-style-type: none"> (a) right of support; (b) right to install conduits; (c) right to access retained land for purposes of carrying out repairs and maintenance to the land transferred; (d) rights of access as shown on the Plan(s) over the retained land for purposes of access and egress to and from the land transferred; and (e) rights to services.

PAYMENTS SCHEDULE

Acreage	Rate per acre	Payment £
2.06 acres	£12,000 per acre	£24720
10% Option Fee		£2472

III. OVERHEAD LINE

1.	Option Agreement/Deed of Grant	<p>The Grantor and The Grantee will enter into an Option Agreement to acquire a permanent Deed of Grant relating to electric lines and where relevant towers and ancillary apparatus ("OHL").</p> <p>The Option Agreement will provide that the Grantee can call for a Deed of Grant within the OHL Option Area.</p> <p>The Option Agreement will contain rights to install and construct the OHL anywhere within the OHL Option Area and rights over the Grantor's Land referred to in the Option Agreement. During and after construction of the OHL, the Grantee shall have the benefit of the rights referenced in the Deed of Grant and the Grantor obligations contained in the Deed of Grant.</p> <p>The Option Agreement will contain an irrevocable power of attorney clause appointing the Grantee as attorney to execute the Deed of Grant. This is to ensure that the Deed of Grant is entered into once the installation of the OHL is completed and will only be exercised in the event that the Grantor defaults.</p> <p>Completion of the Deed of Grant will take place once the OHL has been installed and the as-built plans showing the route of the OHL are available.</p>
2.	OHL Option Area	Shown shaded pink on the Option Agreement Plan(s).
3.	Rights in the Deed of Easement	The Deed of Easement will contain rights to use, maintain, replace the OHL and will include rights of access and drainage over the Grantor's Land, and restrictions over the land within the Easement to protect the cables.
4.	Temporary Rights for cable Installation / Construction Works	<p>The Grantee requires entry onto the OHL Option Area for the purposes of construction and associated works and to carry out all works required by the Grantee to construct and render operational the OHL including without limitation ancillary works of excavation, creation of temporary access roads, resurfacing, protecting, testing and drainage works including any de-watering works.</p> <p>Entry onto the OHL Option Area shall be after 14 days' written notice (the "Construction Notice") and after the Entry Payment has been made.</p>
5.	Reinstatement	Following completion of the installation of the OHL, the Grantee will reinstate the OHL Option Area to the Grantor's reasonable satisfaction and to the reasonable satisfaction of the occupier, if applicable and provided that this is not contrary to the Grantor's reasonable satisfaction, having carried out a photographic pre-entry schedule of condition. A copy of the pre-entry schedule of condition will be provided to the Grantor (and the Grantor's Agent).
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7.	Construction Best Practice for OHL	All Project works will be carried out in adherence to National Grid's Construction Best Practice for Overhead Line Installation.
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Easement Completion Payment 25% payable on completion of Easement following construction together with any other payment already agreed ("the Balancing Payment").			£16000

Reference: NG/FG/N-T/9646, 14468

Date of issue: 31st October 2025

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SIGNATURE PAGE

Signed:
Grantor or Authorised Agent for and on behalf of the Grantor

Name of signatory (in BLOCK CAPITALS):

Signed:
Authorised Agent for and on behalf of the Grantee

Name of signatory (in BLOCK CAPITALS):

Dated.....

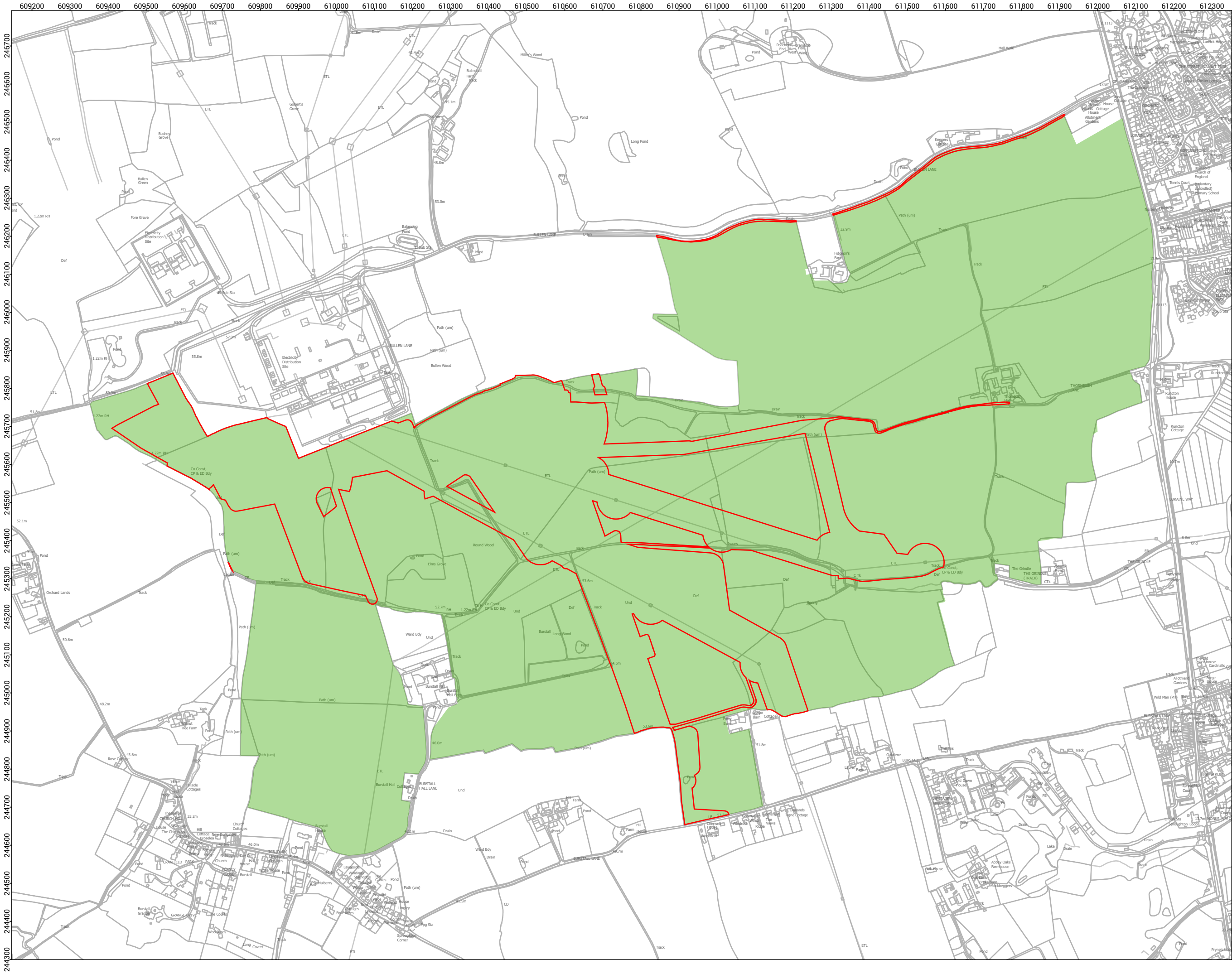
Please return the signed Heads of Terms in electronic format to:

norwich-tilbury@fishergerman.co.uk

Alternatively, please return the signed Heads of Terms in paper form to:

Fisher German LLP, Norwich to Tilbury Lands Team, The Atrium Risby Business Park, Risby,
Bury St Edmunds, Suffolk IP28 6RD

If these Heads of Terms are being signed by the Grantor's agent, the Grantor's agent must return the signed Heads of Terms together with confirmation that the agent has written instructions to act on behalf of the Grantor.



03570140210280

Metres

OVERVIEW WINDOW

LEGEND:

Interests in Land

Grantor's Land

General

Option Area

Temporary Rights Acquisition

Temporary Drainage

Party IDs: 9646, 14468

Title: SK316171

PLAN IS FOR INDICATIVE PURPOSES ONLY

REVISION: A

CLIENT:

SCHEME:

NORWICH TO TILBURY

TITLE:

TEMPORARY HOT PLAN

FP: 105141-008

SCALE: 1:9,000 @ A3

DATE: 13/10/2025

Ordnance Survey

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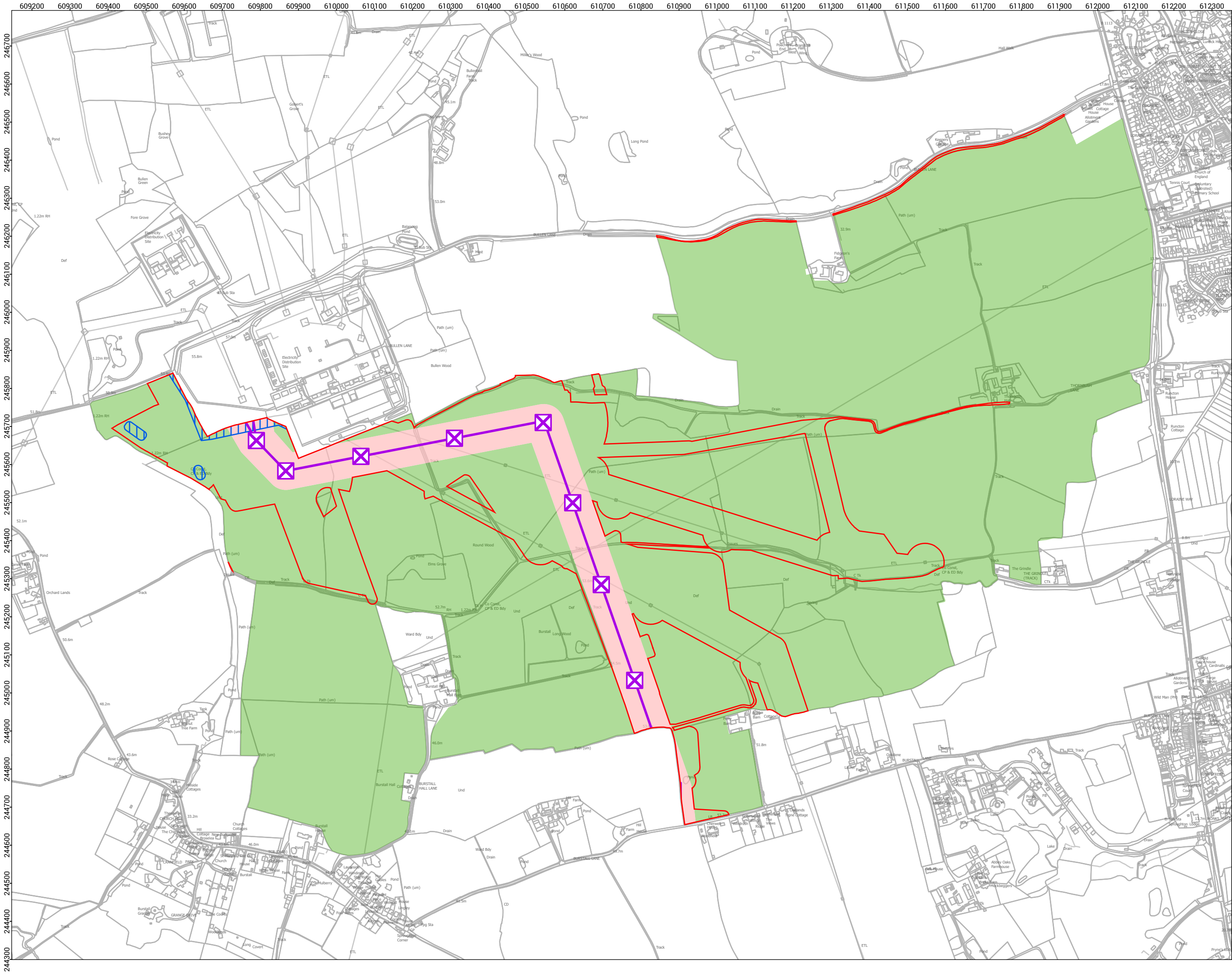
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DRAWING REF:

NGET-NT-2025-07-GF-HOT-TEMP_HoT_BCI_SK316171



0

35

70

140

210

280

Metres

OVERVIEW WINDOW

LEGEND:

Interests in Land

Grantor's Land

General

Option Area

Permanent Rights Acquisition

Purchase Option Area

OHL Easement Option Area

Proposed Project Design Details

New lattice pylon

New overhead line

Party IDs: 9646, 14468

Title: SK316171

PLAN IS FOR INDICATIVE

PURPOSES ONLY

REVISION: A

CLIENT: nationalgrid

SCHEME:

NORWICH TO TILBURY

TITLE:

PERMANENT HOT PLAN

FP: 105141-008

SCALE: 1:9,000 @ A3

DATE: 02/10/2025

Ordnance Survey

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